

प्राधिकार से प्रकाशित PUBLISHED BY AUTHORITY

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नई विल्ली, गनिवार, विसम्बर 16, 1995/अग्रहायण 25, 1917

No. 501

NEW DELHI, SATURDAY, DECEMBER 16, 1995/AGRAHAYANA 25, 1917

इ.स. भाग में भिन्न पळ तंत्र्या की बाली है जिससे कि वह असग संकासन के रूप में

रका धासको

Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाष II—खण्ड 3—उप-खण्ड (ll) PART II—Section 3—Sub-Section (ii)

भारत सरकार के मंत्रानयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सोविधिक आदेश श्रीर अधिसूचनाएं Statutory Orders and Notifications Issued by the Ministries of the Government of India (other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय (कार्मिक और प्रशिक्षण विभाग) नई दिल्ली, 3 नथम्बर, 1995

का. आ. 3237.—आतंकवादी एवं विध्यंसकारी गति-विधियां (निवारक) अधिनियम, 1987 (1987 का 28) की धारा 13 की उपधारा (1) द्वारा प्रदेन प्रक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार श्री एन. रंगनाथन, अधि-वक्ता, मद्राम को मानला सं. आर. सी. 9(एस)/91/ एम. सी. बी./एम. ए. एम. (श्री राजीव गांधी हत्याकांड) तथा उसमें जुड़े अथवा घटिन अन्य मामलों, दिल्ली विशेष पुलिम स्थापना श्वारा जांच गए अथवा दायर वि.ए. गए मामलों को संचालित करने के लिए उपत अधिनियम की धारा 9 के तहत तिमलनाडु, मद्रास में गठित नामित-न्यायालय में विशेष लोक अभियोजक निय्यत करनी है।

> [फा. मध्या 225/39/95-ए. बी. डी. (II)] एस. मोदर राजन, अवर मिषव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 3rd November, 1995

S.O. 3237.—In exercise of the powers conferred by Sub-Section (1) of Section 13 of the Terrorist and Disruptive Activities (Prevention) Act, 1987 (28 of 1987) the Central Government hereby appoints Shri N. Ranganathan Advocate, Madras as Special Public Prosecutor for conducting case No. RC.9(S)|91|SCB|Mas (Shri Rajiv Gandhi murder case) and any other matter connected therewith or incidental thereto investigated or instituted by the Delhi Special Police Establishment in the Designated Court, Madras, constituted under Section 9 of the said Act, in the State of Tamil Nadu.

[F. No. 225|39|95-AVD.II] S. SOUNDAR RAJAN, Under Secy.

विन यंगानग

(राजस्व विभाग)

श्रादेश

नई दिल्ली, 🙂 १० नवम्बर, 1995

का. मा. 3238----भारत सरकार के संयुक्त सचित्र ने जिसे विदेशी मद्रा संरक्षण श्रौर तस्करी निवारण ग्रधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा के अधीन श्रादेश फा. मं. 673/95/95-सी. श.-8 दिनांक 6-9-1995 को यह निदेश जारी किया थाकि श्री नरेश जैन सुप्त श्री अभय राम जैन, एच.डी.-50, विशाखा इन्क्लेब, पीतमपरा, दिल्ली को निरुद्ध कर लिया जाये और केन्द्रीय कारागार, तिहार, नई दिल्ली में ग्रभिरक्षा में रखा जाये ताकि उसे भविष्य में माल की तस्करी का दुष्प्रेरण करने श्रौर तस्करित माल का व्यवहार करने श्रन्यथा तस्करित माल के परिवहन, छुपाने या रखने से रोका जा सके।

- 2. केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पर्वोक्त व्यक्ति फरार हो गया है या प्रपने को छिपा रहा है जिससे टक्त भ्रादेश का निष्पादन नहीं हो मके,
- 3. ग्रतः ग्रब केन्द्रीय सरकार, उक्त ग्रधिनियम की धारा 7 की उपधारा (1) के खण्ड (ख) ट्वाराप्रदत्त गिक्तयों का प्रयोग करते हुए, यह निर्देश देती है कि पर्वोक्त व्यक्ति इस श्रादेश के शासकीय राजपत्र में प्रकाशन के 7 दिन के भीतर पुलिस ग्रायुक्त, दिल्ली के समक्ष हाजिर डो।

[फा.सं. 673/95/95-सी.स्.-8]

ए.के. सिन्हा, ग्रवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

ORDER

New Delhi, the 30th November, 1995

\$40, 2288.—Whereas the Joint Secretary to the Government of Ind'a, specially empowered under sub-section (1) of of section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/95/95-Cus. VIII dated 6-9-1995 under the said sub-section directing that Shri Noresh Jam S.'o Abhey Ram Jain, HD-50, Vishaka Enclave, Pitampura. Delhi be detained and kept in custody in the Central Prison Tihar, New Delhi with a view to preventing him from

abetting the smuggling of goods and dealing in smuggled goods otherwise than by engaging in transporting or concenting or keeping smuggled goods in future.

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- 2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed;
- 3. Now, therefore, in exercise of the powers conferred by clause (b) of sub-section (1) of Section 7 of the said Act, the Central Government hreby directs the aforesaid person to appear before the Commissioner/Director General of Police, Delhi within 7 days of the publication of this order in the Official Gazette.

[F. No. 673/95/95-Cus. VIII] A. K. SINHA, Under Secv.

कार्यालय स्रायुक्त, केन्द्रीय उत्पाद एवं सीमा गृतक

जयपुर, 22 नवस्वर, 1995

का. थ्रा. 3239 --- सीमा मृल्क भ्रिधिनियम 1962 की के स्वाण्ड (ए) के तहन भारत सरकार 152 वित्त मंद्रालय, राजस्व विभाग, नई दिल्ली की अधिसूचना संख्या : 33/94-सीमाणल्क (एन टी) दिनांक । जलाई, के ग्रंनर्गन प्रदत्त शक्तियों का प्रयोग करते 1994 प्रसाद, श्रायक्त, केन्द्रीय उत्पाद एवं सीमा हुए मैं, महेन्द्र गल्क जयपुर एतदहारा शत-प्रतिशत ई.ग्रो.यु. स्थापित उद्देश्य से सीमा शल्क अधिनियम, 1962 की धारा 9 के श्रंतर्गत राजस्थान राज्य के भुनझुन जिले में भण्डागार स्टेशन (वेयर मंडाबा टाउन को हाउसिंग स्टेशन) घोषित करता है।

[सं. 2 सीमा शुरुक (एन टी)/95 फा.सं. श्रप्टम (एच) 40/43/95/10772

महेन्द्र प्रसाद, ग्रायुक्त

(Department of Revenue) (Office of the Commissioner of Customs & Central Excise) Jaipur, the 22nd November, 1995 **CUSTOMS**

S.O. 3239.—In exercise of the powers delegated to the undersigned vide Notification No. 33/94-Customs (NT) dated the 1st July, 1994, by the Government of India, Ministry of Finance, Department of Revenue, New Delhi, under clause (a) of Section 152 of the Customs Act, 1962, I, Mahendra Prasad, Commissioner of Customs, Jaipur hereby declare the Mandawa Town, in the district of Jhunjhunu, State of Rajasthan, to be a Warehousing Station under Section 9 of the Customs Act, 1962 for the purposes of setting up of 100 per cent export oriented unit.

> [No. 2-Cus(NT) '95/F. No. VIII(H)40/43[95]10772] MAHENDRA PRASAD, Commissioner

Central Board of Direct Taxes

CORRIGENDUM

New Delhi, the 5th December, 1995

S.O. 3240.—The "Notification No. F. 4(4)-W&M/94' appearing in line 9 of the Notification No. S.O. 666(E) dated 25th July, 1995 may be read as "Notification No. F. 4(4)-W&M/95".

[F. No. 275/10/95-IT(B)]
Y. P. VASHISHAT, Under Secy.

(आर्थिक कार्य विभाग)

(बैकिंग प्रभाग)

नई दिल्ली, 1 दिसम्बर, 1995

का. आ. 3241—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 20 की उपधारा 3(क) और उपधारा (4) के साथ पठित धारा 19 के खण्ड (घ) के अनुमरण में, केन्द्रीय सरकार, भारतीय रिजर्ब बैंक के परामर्श में, एतद्द्रारा निम्नलिखित व्यक्तियों को 1 दिमम्बर, 1995 से तीन वर्षों की अविध के लिए भारतीय स्टेट वैंक के केन्द्रीय बोर्ड में निदेणक नामित करती है:—

- 1. श्री रोडम प्रभाकर राव, 8-2-618/एन रोड नं. 11, वंजारा हिल्स, हैंदर(बाद-500034
- श्री मी. एन. रामचन्द्रन,
 32, महाराजा सूर्य राव रोड,
 अल्बरपेट.,
 मद्रास-600018
- श्री अमर सिंह,
 बी-13, ग्रेटर कैलाश एक्क्लेब-11
 मानिल्ली सिनेमा के पास,
 नई दिल्ली-110048

 इा. बी. बी. कॉजालगी, एन-220 ऊपा अपार्टमेंट्स, 16 मेन, 4-ब्लाक, जयनगर बंगलीर-560011

> [सं. 8/5/91—वी.ओ.-1] के. के. मंगल, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 1st December, 1995

S.O. 3241.—In pursuance of clause (d) of Section 19 read with sub-section 3(A) and sub-section (4) of Section 20 of the State Bank of India Act, 1955 (23 of 1955), the Central Government, in consultation with the Reserve Bank of India, hereby nominates the following persons, to be Directors of the Central Board of State Bank of India for a period of three years with effect from 1st December, 1995:—

- 1. Sh. Roddam Prabhakar Reo, 8-2-618/N, Road No. 11,
 Banjara Hills,
 Hyderabad-500 034.
- Sh. C.N. Ramachandran,
 Maharaja Surya Rao Roed,
 Alwarpet,
 Medras-600 018.
- Sh. Amar Singh, B-13, Greater Kailash Enclave-II, New Delhi-110 048.
- Dr. V.B. Kaujalgi,
 N-220, Ushas Apartment,
 Main, 4-Block,
 Jayanagar,
 Bangalore-560 011.

[F. No. 8/5/91—B.O. 1] K.K. MANGAL, Under Secy.

मानव संसाधन विकास मंत्रालय

(संस्कृति विभागः)

नर्ष विल्ली, 2 नवम्बर, 1995

का. भा. 3242.--केन्द्रीय संरकार, की यह राध है कि इससे उपावद धनुसूची में विनिदिष्ट प्राचीन संस्मारक राष्ट्रीय महत्व के हैं;

अतः केन्द्रीय सरकार, प्राचीन संस्मारक तथा पुरानस्य स्थल भीर अवशेष अधिनियम, 1958 (1958 का 24) की धारा 4 की उपश्चारा (1) द्वारा प्रदत्त मिक्तियों का प्रयोग करते हुए उक्त प्राचीन संस्मारकों को राष्ट्रीय महस्य का घोषित करने के भपने प्राणय की मूचना देनी है।

केन्द्रीय सरकार, इस प्रश्निस्**च**ना के प्रकाशन की <mark>तारीख से</mark> साठिविन की घ्रवधि के भीतर उक्त प्राचीन संस्मारकों में हितबद्ध किमी क्यक्ति में प्राप्त किसी धाक्षेप या सुझाव पर विचार करेगी।

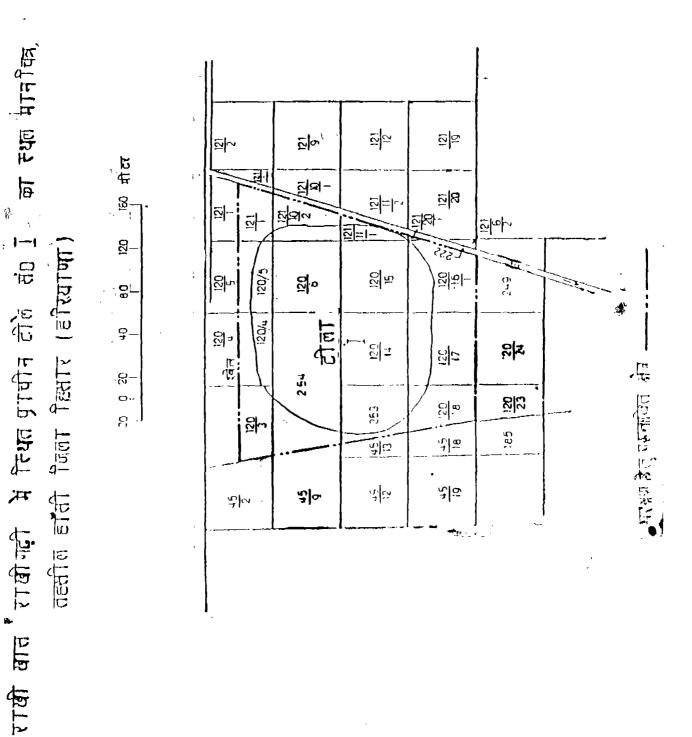
माक्षेप यासुक्षाव यदि कोई हीं महानिदेशक भारतीय पुरातत्व सर्वेक्षण, जनपथ, नईदिल्ली-110011 को भेजे जासकते है।

ग्रनुमू ची

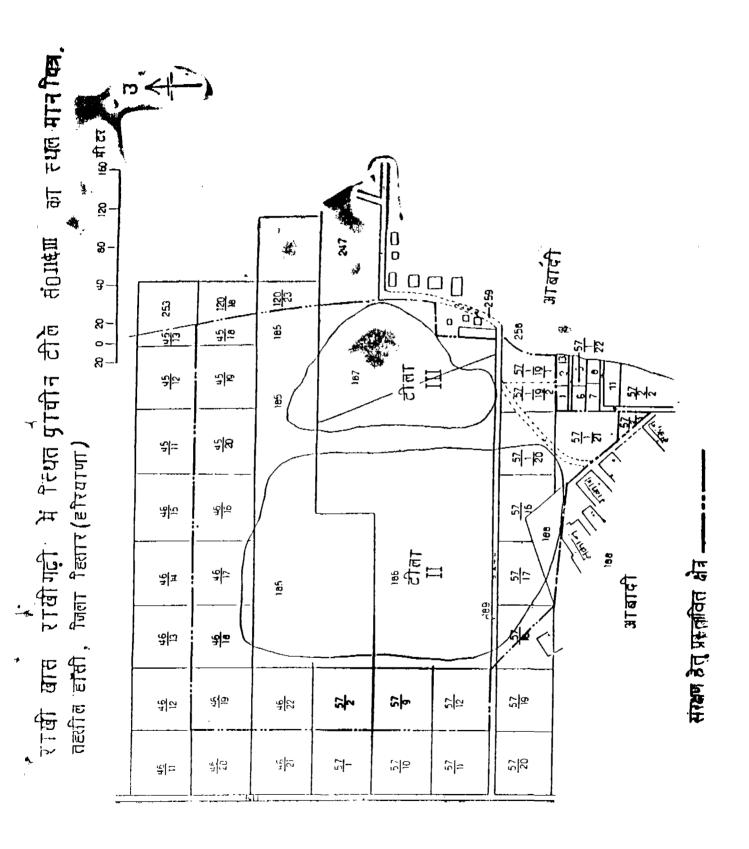
राज्य	जिला	तह्सील	परिक्षे त	संस्मारक/स्थल का नाम		केनाल और भारला में क्षेत्र	स्वामिरथ	सीमाएँ
1	2	3	4	5	6	7	8	9
								
हरियाणा	हिसार	हांमी'	ग्राम राखी खास	प्राचीन सांचा सं. 1	120/3 (भागः)	4.00	हरियाणा सरकार	उत्तरी स्त्रसरा संख्यांक 120/3, 4, 5 का
					120/4 (भाग)	4.00	पंचायत राखी खास	भाग और 121/1 का भाग
					120/5 (भाग)	4.00	पंचायत राखी खास	वक्षिण: स्त्रसरा संख्यांक 120/23, 24, 249
					120/6	8.00	पंचायत राखी खास	पूर्वी: ख सरा सं.
					120/14	8.00	पंचायत राखा खास	1 2 1/ 1/2/1 2 1/ 1 0 1 भाग
					120/15	8.00	पंचायत राखी खास	121/11/2 भाग
					1 20 16 1 (भाग)	7.06	पंचायत राखी खास	121/20, 121/16 2 भाग
					120/17	8.00	पंचायत् राखी खास	222 भाग
					1 2 0 / 1 8 (भाग)	5.08	पंचायत रा खी खा स	पश्चिम : ज सरा सं . 4 <i>5</i> [2,
					1 2 1/1 (भाग)	3.06	पंचायत गर्खा खास	9,13, 18, 185
					121/10/2(भाग)	3.14	पंचायत राखी खास	
					1 2 1/1 1/1 (भाग)		पंचायत राखी खाम	
					121/20/1(भाग)		पंचारत राजी खास	
					253 (भाग)	6.00	पंचायत राखी खास	
					254	14.12	पंचायत रा णी खास -	
						10.76		

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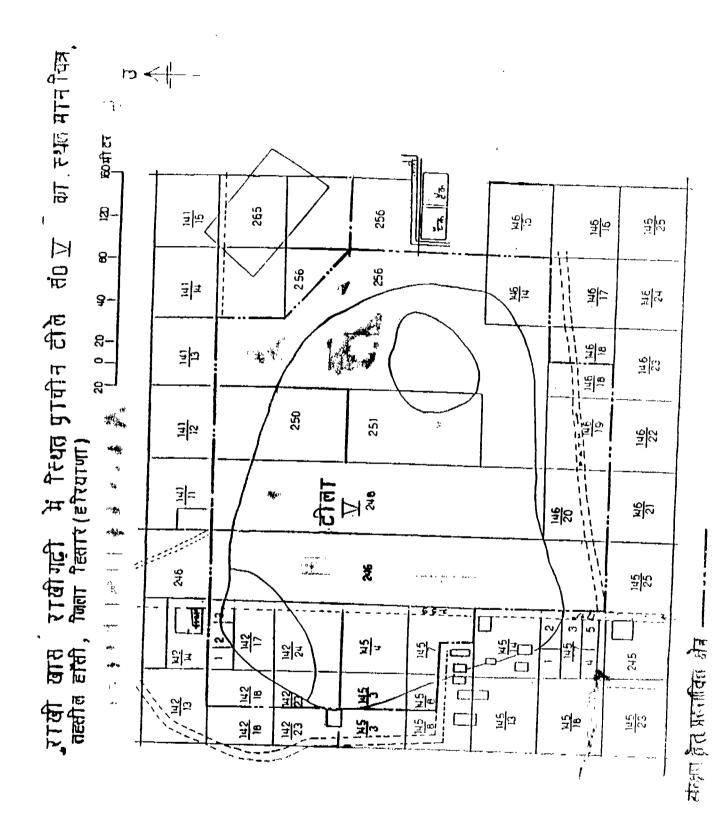
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1	2	3	4	5	6	7	8	9
ह्रियाणा	हिमार	हांसी	राची माहपुर	प्राचीन सांजा सं. 2 और 3	45/18(भाग)	2.17	चंबगी सुपुत्र श्ली शंकर, ग्राम राखी शाहपुर	उत्तर:खसरास. 45/11, 12, 13, (भाग) 46/12, 13, 14, 15
					45/19	8.00	छाजू, इसहार राज सिंह, ग्राम राखी शाहपुर	पूर्व : मं. 247, 120/23 भाग, 120/18 भाग,259, 258, 187 भाग
					45/20	8.00	हरी सिंह, ग्राम राखी णाहपुर	57/1/22, 57/2/2 57/22/10
					46/16	8.00	हरी सिंह, राखी शाहपुर	दक्षिण : खमरा सं . 57/22/1, 23 भाग
					46/17	8,00	हरि मिह, राखी शाहपुर	188, 57/18 भाग 189 (भाग)
					46/18	8.00	हरि सिंह, रास्त्री भाहपुर	57/19 पश्चिम : खसरा सं. 46/20, 21, 57/1
					46/19	8.00	वरिया सिंह रतन सिंह राष्ट्री शाहपुर	47/10, 11
					46/22	8,00	श्रीमसी सरती पत्नी हरनाम सिह, फतह सिंह राखी शाहपुर	
					57/2-	8.00	ं दरिया सिंह राखी माहपुर	
					57/9	8.00	. हवा सिंह, राखी णाहपुर	
					57 12	8.00	राम किशन, रामदेब, . राखी शाहपुर	
				•	57 16(भाग)	6.05	पंचायत राखी शाहपुर	
					5 7/17 (भाग)	5,04	पंचायत राखी शाहपुर	
					57/18(भाग)	3.09	ः पंचायत राखी शाहपुर	
					57/1/19/1 (भाग)	4,06	पंचायत राखी लाहपुर	
					57/1/19/2 (भाग)	3,02	पंचायत राखी शाहपुर	
					57/1/21(भाग)	7.04	नर सिंह दास, मागेसम, राखी णाहगु	र
					57/2/1 (भाग)	2.04	फतेह सिह	



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हरियाणा	हिसार	होगी।	राबी बात	प्राचीत लांचा	142/17	8.00	पंचायत राम्ही खास	यत्तरः ख सरा सं.
				सं. इ	142/18	4.00	र्पचायत राखी स्त्रास	1 4 2/ 1 3 भाग,
					142/27	4,00	पंचायम रास्ती स्थाम	142/14, 141/11,
							<u>-</u>	: 12 13 और 246
					143/24	8.00	र्गचायत रा न्धः खा स	पूर्व: स्वस्तरासं.
								256 भाग, 146/15,
					,			1 16/18 भाग
					1 54/3 भाग	4.00	पंचायत राखी खास	दक्षिणः खझरासं,
								146/17, 146/18
					·,•			भाग, 146/21, 22,
					,			23, 145/25, 14
								और 7 (भाग, 8 भाग)
					145/4	8.00	पंचायत राष्ट्री दास	पश्चिम : सम रा सं
					145 / 7 भाग	6.00	पंचायर्त रेखिं। खोस	1 4 5/3 भाग,
					145/8 भाग	2.00	पंचायत रा व ि श्रांस	1 4 5 / 7, 8 भाग,
					246	43,00	पंचायत रा डी स प्रस	1 4 2 / 1 8 भाग,
					248	40.00	पंचायत राखी छा स	1 4 2 ∤ 2 3 भाग,
					250	16.00	पंचायत राजाः खाम	259(भाग)
					251	16.00	पंचायतं राजी खास अब्दी डेह	145/14, 145/17
					256 भाग	68.00	पंचायस राखी खाम	
					259 भाग	5.16	पंचायत राखी चाम	
					146/14	8.00	पंचायत राखी स्नाम	
					146/18 भाग	4,00	पंचायत राखी खा स	
					146/19	8,00	पंचायत राखी स्थास	
					146/20	8,00	पंचायत रामिः ज्ञास	
						33,14 एकड़	_	



[मं. 2/16/73-स्मा. (भाग-2)]

बाल्मीकि प्रसाद सिंह, महानिदेशक भा पू स

MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Culture)

New Delhi, the 22nd November, 1995

S.O. 3242—Whereas the Central Government is of the opinion that ancient monuments specified in the Schedule annexed hereto are of national importance;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958). The Central Government hereby gives notice of its intention to declare the said ancient monuments nets to be of national importance.

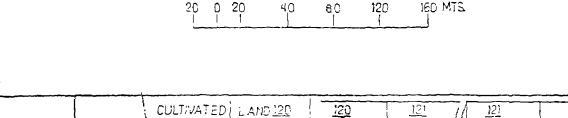
Any objection or suggestion which may be received from any person interested in the said accient monuments within a period of sixty days, from the date of publication of this notification in the Official Gazette will be considered by the Central Government.

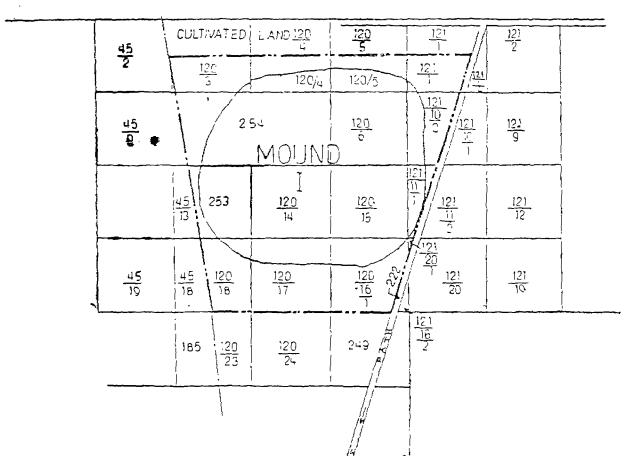
The objections or suggestions, if any, may be sent to the Director General, Archaeological Survey of India, Janpath. New Delhi-110011.

SCHEDULE

State	District	Tehsil	Locality	Name of Monument Site	Revenue Numbers to be included under protection as per plan attached Khasra Number
	2	3	4	5	6
Haryana	Hissar	Hansi	Village Rakhi Khas	Ancient Mound No. 1	120/3 (Part) 120/4(Part) 120/5(Part) 120/6 120/14 120/15 120/16/1(Part) 120/17 120/18(Part) 121/1(Part) 121/10/2(Part) 121/11/1(Part) 121/20/1(Part) 253 (Part) 254
Area in Kanal an Marla	d	Ownership		···	Boundaries
7		8			9
4.00	Har	yana Government			Part of Khasra numbers 120/3, part of 121/1.
4.00	Pano	hyat Rakhi Khas		South: K	Lhasra Nubmer 120/23 24, 249
4.00	Pano	hyat Rakhi Khas			liasra Numbers 211/1/2/121/10/1/
8.00	Panc	hyat Rakhi Khas			1/11/2 Part 121/20, 121/16/2 Part/
8.00	Pano	hyat Rakhi Khas		222 Pa	rt
8,00	Pane	hyat Rakhi Khas			
7.06	Pano	hyat Rakhi Khas		West: K	hasca Numbers 45/2, 9, 13, 18, 18.
8.00	Pane	chyat Rakhi Khas			
5.03	Pane	chyat Rakhi Khas			
3.06	Pane	chyat Rakhi Khas			
3.14		chyat Rakhi Khas			
2.04		chyat Rakhi Khas			
0.10		chyat Rakhi Khas			
6,00		chyat Rakhi Khas			
14.12		hyat Rakhi Khas			
10.76					

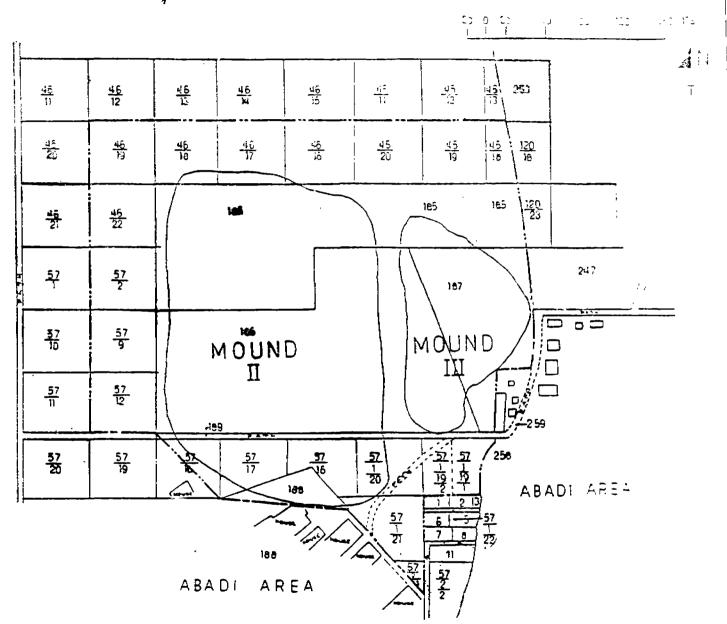
SITE PLAN OF ANCIENT MOUND. NO. I AT RAKHIKHAS (RAKHIGARHI) TEHSIL HANSI, DISTRICT HISSAR (HARYANA)





<u> </u>	2	3	4	5	6
Haryana	Hissar	Hansi		Ancient Round Number II and III	45/18(Part)
					45/19
					45/20 46/16
					46/17
					46/18
					46/19
					46/22 185
					186
					187/Part)
					188(Part)
	•				189(Part) 57/2
					57/9
					57/12
					57/16(Part)
					57/17(Part) 57/18(Part)
					57/1/19/1(Part)
					57/1/19/2(Part)
					57/1/20(Part)
					57/1/21(Part) 57/2/1(Part)
7		8			9
2.17	Chanc	igi s/o Shri Shan	kar.	North :—I	Khasra Numbers 45/11, 12, 13
		Rakhi Shahpur			46/12, 13, 14, 15
8.00	Chhaj		h, Village Rakhi	X * - X	,,,
8.00	Hari S	ingh Village Ral	thi Shahpur	East :Kl	nasra Numbers 247, 120/23 [Part
8.00	Hari S	ingh Rakhi Shal	ıpur	120/18 Pa	art 259, 258, 187 Part 57/1/22
8.00	Hari S	ingh Rakhi Shab	ipur	57/2/2,	57/22/10
8.00		ingh Rakhi Shal			
8.00	Rak	Singh Rattan Sir hi Shahpur	J		-Khasra Numbers 57/22/1, 2, 3 8, 57/18 Part 189 (Path) 57/19
8.00	Fate	arti w/o Harnam h Singh Rakhi S	hahpur		
0.00		at Rakhi Shahp			
.00	(Cre	at Rakhi Shahp mation Groud)			4 77 4 46/20 21 57/4
0.00		zat Rakhi Shapu:	Γ		hasra Numbers 46/20, 21, 57/1,
6.02	Abadi		(Dath)	57/10, 1	1
9.00	_	at Rakhishapur Singh, Rakhi Sha			
8.00 8.00		Singh, Rakhi Sha Singh, Rakhi Sha			
8.00			, Rakhi Shahpur		
6.05		at Rakhi Shahp			
5.04	-	at Rakhi Shahp			
3.09	_	at Rakhi Shahp			
4.06		at Rakhi Shahp			
3.02	-	yat Rakhi Shahp			
6.18		at Rakhi Shahp			
7.04	Narsing		Ram Rakhi Shahpu	ır	
2.04	Fateh	Singh			

-SITE PLAN OF ANCIENT MOUND NO HEMIAT RAKHIKHAS (RAKHIGAT) TEHSIL HANSIDISTRICT HISSAR (HARYANA)

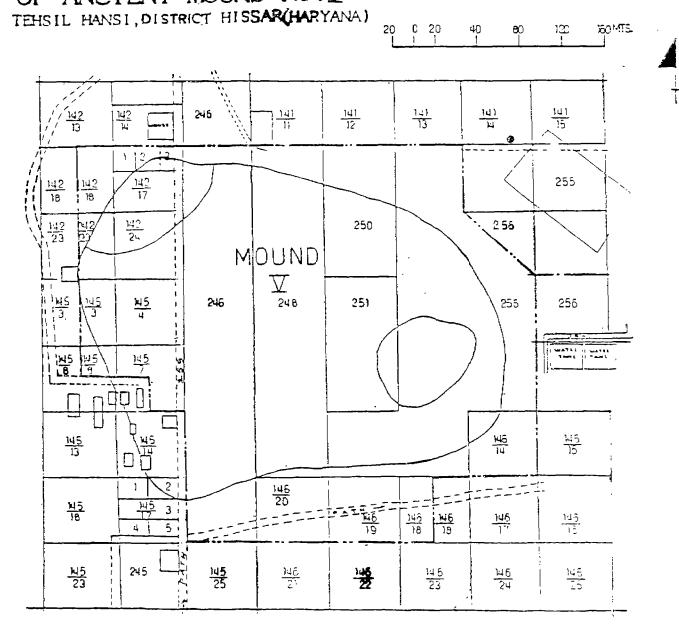


4424THE GAZETTE OF INDIA: DECEMBER 16, 1995/AGRAHAYANA 25, 1917 [PART II—Sec. 3(ii)]

1	2	3	4	5	6	
Haryana	——————————————————————————————————————	Hansi	Rakhi Khas	 Ancient	142/17	
-				Mound No. V		
					142/23 Part	
					142/24	
					145/3 Part	
					145/4	
					145/7 Part	
					145/8 Part	
					246	
					248	
					250	
					251	
					256 Part	
					259 Part	
					146/14	
					146/18 Part	
	,				146/19	
					146/20	
						

	7 8	9
8.00	Panchyat Rakhi Khas	North: Khasra Numbers 142/13 Par:
4.00	Panchyat Rakhi Khas	142/14, 141/11, 12, 13 and 246
4,00	Panchyat Rakhi Khas	,
8.00	Panchyat Rakhi Khas	East: Khasra Numbers 256 Part, 146/15, 146/18 Part
4,00	Panchyat Rakhi Khas	South: Khasra Numbers 146/17, 146/18
8.00	Panchyat Rakhi Khas	Part, 146/21, 22, 23 145/25, 14 and
6.00	Panchyat Rakhi Khas	(Part, 8 Part)
2.00	Panchyat Rakhi Khas	
48.00	Panchyat Rakhi Khas	West: Khasra Numbers 145/3 Part, 145/7,
40.00	Panchyat Rakhi Khas	8 Part, 142/18 Part, 142/23-Part 259 (Part) 145/14, 145/17
16.00	Panchyat Rakhi Khas	•
16.00	Panchyat Rakhi Khas	
	Abadi Deh	
68.00	Panchyat Rakhi Khas	
5.16	Panchyat Rakhi Khas	
8.00	Panchyat Rakhi Khas	
4.00	Panchyat Rakhi Khas	
8.00	Panchyat Rakhi Khas	
	Panchyat Rakhi Khas	

SITE PLAN OF ANCIENT MOUND NO. T AT RAKHIKHAS (RAKHIGARHI)



[F. No. 2/16/73-M(Pert -II)] 3.P SINGH, Director Gen, ASI

AREA PROPOSED FOR PROTECTION SHOWN AS

खान मंत्रालय

आदेश

नई दिएली, 10 न म्बर 1995

का. आ. 3243.—खान और खनिज (बिनियमन और विकास) अधिनियम (1957 का 67) की धारा 23(ख) द्वारा प्रदत्त णिक्तयो का प्रयोग करते हुए, केन्द्र सरकार, अधिनियम की कथित धारा के तहत प्रदत्त णिक्तयों का प्रयोग करने के लिए कर्नाटक सरकार के निम्नलिखित राजपित अधिकारियों को एतद्वारा प्राधिकृत करती है:—

कम संख्या	अधिकारी का पद	वह क्षेत्र जिसके कि अधिकारी प्राधिकृत वि गया है।	
		مری ویٹنا اسار ویٹ ندے ہے۔ ہم پہل ے کی بہاد کا مصحب بدیا کا انتخا	
1	2	3	

क. स्वान और भूविज्ञान	विभाग
1. निदेशक	पूरे कर्नाटक राज्य के लिए
2. संयुक्त निदेशक	उनके संबंधित अधिकार क्षेत्र के लिए
 वरिष्ठ भूवैज्ञानिक 	वही
 भूवैज्ञानिक 	बही
 महायक भ्वैद्यानिक 	वही
खु, राजस्व विभाग	e.

सहायक आयुक्त उनके संबंधित उपखण्डों में
 तहसीलदार उनके संबंधित तालुकों के लिए

1. उपाय्यन

[फा. सं. 1(3)/95-खान-6] रूप नारायण, अवर सचिव

उनके संबंधित जिलों के लिए

MINISTRY OF MINES

ORDER

New Delhi, the 10th November, 1995

S.O.......3243....In exercise of the powers conferred by section 23B of the Mines and Minerals (Regulation and Development) Act 1957 (67 of 1957), the Central Government hereby authorises the following gazetted officers of the Government of Karnataka to exercise powers under the said section of the Act, namely:-

S. No. Designation of the officer	Area for which officer mentioned in column 2 is authorised				
1 2	3				
A. DEPARTMENT OF MI	NES AND GEOLOGY				
1. Director	For the whole of the State, Karnataka				
2. Joint Directors	For their respective Jurisdiction.				
3. Senior Geologists	For their respective Jurisdiction.				
4. Geologists	For their respective Jurisdiction.				
5. Assistant Geologists	For their respective Jurisdiction.				
B. REVENUE DEPARTME	ENT				
1. Deputy Commissioners	For their respective Districts.				
2. Assistant Commissioners	For their respective Sub- Divisions.				
3. Tehsildars	For their respective Talukas				

[F. No. 1(3)/95-M-V1]

ROOP NARAYAN, Under Secy.

पेट्रोनियम और प्राकृतिक गैम मंत्रालय

नई दिल्ली, 1 दिमम्बर, 1995

ा.ग्रा. 3244- मा: पेट्रोनियम और खिना पाटप जाइन (भृमि में उपयोग के श्रधिकार का अर्थन) प्रथितियम, 1962 (1962 का 50) की धारा 3 की उपयोग (1) के अधीन भारत मरकार के पेट्रोनियम एवं प्रकृतिक मैस संज्ञानक की श्रधिसूचना का.ग्रा. 413 (ई) तारीख 2-5-1995 द्वारा भारत मरकार ने उस प्रथिसूचना से संजय प्रमुखी में विभिद्धित भूमियों के उपयोग के अधिकार की पाइप लाइन बिछाने के प्रयोजन के लिए श्रिजिंग करने का श्रपना श्रामय पीषित किया था।

और यः अक्षम प्राधिकारी ने उक्त प्रधिनियम की धारा 6 की उपधारा (1) के श्रधीन सरकार को रिपोर्ट दे दी है।

तत्पश्चान, भारत सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात इस अधिसूचना के संलग्न श्रनुसूची में विनिर्दिष्ट भूमियों में उपयोग का श्रधिकार श्रर्जित करने का विनिश्चय किया है ।

श्रतः अब उक्त श्राधिनियम की धारा । की उपधारा (1) द्वारा प्रवन्त श्रधिकारों का प्रयोग करते हुए भारत मरकार एतद्-द्वारा घोषित करती है कि इस श्रधिसूचना में संतरत श्रतुसूची में विनर्दिष्ट उक्त भूमियों में उपयोग का श्रधिकार पाइन लाइन विकान के प्रयोजन के लिए एतर्द्रारा श्रजित किया जाता है ।

श्रतः इस धारा की उपधारा (4) द्वारा प्रदन्त शक्तियों का प्रयोग करते हुए भारत सरकार में निहित होने के बजाय भारतीय गैस प्राधिकरण निमिटंड में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा ।

श्रनुसूची
परिच्छेद 6 (1) विज्ञप्ति
गैस पाइप लाइन प्रोजेक्ट

काकिनाडा जंकात पाइन्ट से स्पेक्ट्रसम पावर प्लांट उप्पाडा

जनपद	नहसील	ग्राम	मर्वे नं.	क्षेत्रफल (हेक्टे./ एकड़ में)	विवरण
पूरक गोदावरी	काकिनाङ	पंडूरु	400 भाग	0.09.50	
			398 "	0.13.50	n
			391 "	0.03.50	n
			292/1 ,,	0.08.50	"
			392/2 ,,	0.01.50	"
			319 "	0,23.50	71
			322 ,,	0.05.00	"
			316 "	0.17.50	"
			315/1 "	0,07,00	"
			-2 ,,	0.12.50	n
			307.5 "	0.08,00	,
			- 6 -	0,01,00	,
			-7 ,,	0.05,00	11
			- 9 ,,	0.06.00	21
			-10 n	0.01,50	ı
			-11 "	0.13.00	11
			308 "	0.01.00	n
			3 0 5/1 बी 2	0,02,00	11
			−1 बी/3	0.03.00	17
			303 "	0.07.50	जी . पी .
			297/1 ,,	0.02.00	"
			-2 ,,	0.21.00	,,
		कुल ह ेक्ट े०		1.73.00 या	4.27 ए०सी०

[संब्<u>ष्</u>ल 14016/18/94/जीपी] अर्थेन्ध्र सेन, निदेणक

New Delhi, the 1st December, 1995 NOTIFICATION

S.O. 3244.—Whereas by Notification of the Government of India in the Ministry of Petro-leum and Natural Gas S.O. 413(E) dated 2-5-95 under sub-section (1) of section 3 of the petro-leum and Mill rals Pipelines (Acquisition of Right of User in 12.4. Act 1962 (50 of 1962) the Central Government declares its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline.

And whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Government.

And further whereas the Central Government has, after considering the said report, decided to

acquire the right of user in the lands specified in the schedule appended to this notification.

Now, therefore, in exercise of the power conferred by sub-section (1) of the section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline.

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Gas Authority of India Ltd. free from all incumbrances.

SCHEDULE

GAS PIPE LINE PROJECT BETWEEN KAKINADA JUNCTION
POINT TO SPECTRUM POWER PLANT, UPPADA

District	Mandal	Village	Survey Nos.	Area in Hect/ More or less	Remarks
East Godavari	Kokinada	Pandur	400/Part	0.09.50	
			398/Part	0-13.50	
			391/ P art	0-03.50	
			392-1/Part	0-08.50	
			2/Part	0-01.50	
			319/ P art	0-23,50	
			322/Part	0-05.00	
			316/Part	0-17.50	
			315-1/Part	0-07.00	
			— 2/Part	0-12.50	
			307-5/Part	0-08.00	
			— 6	0-01.00	
			7/Part	0-05.00	
			9/Part	0-06.00	
			10/Part	0-01.50	
			— 11/Part	0-13.00	
			308/Part	0-01.00	
			305-12 Part	0-02.00	
			IB3Part	0-03.00	
			303/Part	0-07.50	GP.
			297-1 Part	0-02.00	
			2Part	0-21.00	
			Total	1-73.00 or 4-2	7 A.C.

No. L-14016/18/94-G.P.] ARDHENDU SEN, Director

नई विल्ली, 1 विसम्बर, 1995

का.श्रा. 3245:-- यतः पेट्रोलियम और खर्तिज पाइपं लाइन (भूमि मे उपयोग के श्रधिकार का श्रर्जन) श्रधितियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के श्रधीन भारत सरकार के पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय की श्रधिसूचना का.श्रा. 414 (ई) तारीख 2-5-95 द्वारा भारत सरकार ने उस श्रधिसूचना में संलग्न श्रनुसूची में विनिर्दिष्ट भूमियों के उपयोग के श्रधिकार को पाइप लाइन विछाने के प्रयोजन के लिए श्रर्जित करने का श्रपना श्राणय घोषित किया था।

अंद यतः सक्षम प्राधिकारी न उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है। तत्पण्चात, भारत सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात इस अधिमूचना के संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

श्रतः श्रव उक्त श्रधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त श्रधिकारों का प्रयोग करते हुए भारत सरकार एतद्द्वारा घोषित करती है कि इस श्रधिसूचना में संलग्न श्रनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का श्रधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्वारा श्रर्जित किया जाता है।

ग्रतः इस धारा की उपधारा (4) द्वारा प्रदत्त णक्तियों का प्रयोग कस्ते हुए भारत सरकार में निहित होने के बजाय भारतीय गैस प्राधिकरण लिभिटेड में सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाणन की इस तारीख को निहित होगा ।

श्रनुसूची गैस पाइप लाइन प्रोजेक्ट स्पेक्टाम पावर प्लाट काकिनाडा जंकणन के बीच उप्पाड

जनपद	तहसील	ग्राम	सर्वे नं. -	क्षेत्रफल (हेक्टे./ एकड़ में) ग्रधिक या कम	विवरण
पूर्वी गोदावरी जिला	काकिनाड (रूरल)	नेमाम	108/2 भाग	0,06.00	
(श्रांध्र प्रदेण)	, ,		-1 ,,	0.11.00	n
,			107—	0.02.00	11
			106 "	0.48.00	,,
			3-4 ,,	0.11.50	")
			-3 ,,	0.00.50	"
			- 5 .,	0.33.00	11
			-8 "	0,14,00	1)
			- 7 ,,	0.10.50	,,
			- 6 ,	0.08.50	,,
			4 3भाग	0.10.00	"
			-2 "	0.26.00	,,
			6-1 ,,	0.07.50	**
			-3 ,,	0.02.00	"
			– 4जीपी	0.03.50	"
			9-13 ,,	0.17.50);
			- 7 ,,	0.01.00	"
			8 - 1 "	0.11.00	**
			- 3 ,,	0.07.00	11
			- 5 "	0.00.50	"
			-4 ,,	0.06.00	13
			11-1 ,,	0.15.00	"
			कुल	2.52.00 या	एसी 6-23 सेन्स

[मं.एत .-14016/18/94-जी.पी.] श्रधन्द्र, सेन, निदेशक

New Delhi, the 1st December, 1995 NOTIFICATION

S.O. 3245.—Whereas by Notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. 414(E) dated 2-5-95 under sub-section (1) of section 3 of the petroleum and Minerals Pipelines (Acquisition of Right of User in land. Act, 1962 (50 of 1962) the Central Government declares its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline.

And whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Government.

And further whereas the Central Government has, after considering the said report, decided to

acquire the right of user in the lands specified In the schedule appended to this notification.

Now therefore, in exercise of the power conferred by sub-section (1) of the section 6 of the said Act, the Central Government hereby declared that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline.

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Gas Authority of India Ltd. free from all incumbrances.

SCHEDULE GAS PIPE LINE PROJECT BETWEEN KAKINADA JUNCTION

POINT TO SPECTRUM POWER PLANT, UPPADA

District	Mandal	Village	Survey Nos.	Area (in Hect/ (More or less).	Remarks
East Godavarî	Kakinada (Rural)	Nemam	108-2/Part	0-06.00	
District (Andhra P.			— 1/Part	0-11.00	
•			10 7/P art	0-02.00	
		(G.P.)			
		106/Part	0-48.00		
		3-4/Part	0-11.50		
			3/Part	0-00,50	
			5/Part	0-33-00	
			8/Part	0-14.00	
			7/Part	0-10.50	
			— 6/Part	0-08.50	
			4-3/Part	0-10.00	
			— 2/Part	0-26.00	
			6/1/ Pa rt	0-07.50	
			3/Part	0-02.00	
			(G.P.)		
			4/Part	0-03.50	
			9-13/Part	0-17.50	
			7/Part	0-01.00	
			8-1/Part	0-11.00	
			— 3/Part	0-07.00	
			5/Part	0-00.50	
			- 4/Part	0-06.00	
			11-1/Part	0-15.00	
	•		Total	2.52.00	
				OR	
				AC 6.23 Cents.	

नई दिल्ली, 1 दिसम्बर, 1995

का.ग्रा. 3246:---थतः पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के श्रिष्ठकार का श्रजैन) श्रिष्ठिमियम, 1962 (1962 का 50) की धारा की 3 की उपधारा (1) के श्रिधीन भारत सरकार के पेट्रोलियम एवं प्राकृतिक गैस मंद्रालय की श्रिष्ठसूचना का.ग्रा. 415 (अ) तारीख 2-5-95 द्वारा भारत सरकार ने उस श्रिष्टसूचना से संलग्न श्रनुसूची में विनिर्धिष्ट भूमियों के उपयोग के श्रिष्ठकार को पाइप लाइन विख्य के प्रयोजन के लिए श्रुजित करने का श्रपना श्रायय घोषित किया था।

और यतः सक्षम प्राधिकारी ने उक्त प्रधिनियम की धारा 6 की उपधारा (1) के प्रधीन सरकार को रिपोर्ट दे दी है। तत्पश्चात्, भारत सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस प्रधिसूचना के संलग्न श्रनुसूची में विनिर्धिष्ट भूमियों में उपयोग का श्रधिकार द्यर्जित कर विनिश्चय किया है।

श्रतः श्रव उक्त श्रधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त श्रधिकारों का प्रयोग करते हुए भारत सरकार एतद-द्वारा घोषित करती है कि इसं श्रधिसूचना में संलग्न श्रमुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का श्रधिकार पाइप लाइन बिछाने के श्रयोजन के लिए एतदुद्वारा श्रर्जित किया जाता है।

श्रतः इस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार में निहित होने के बजाय भारतीय गैस प्राधिकरण लिमिटेड में सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

श्रनुसूची
परिच्छेद 6 (1) विज्ञप्ति
गैस पाइन लाइन प्रोजेक्ट
काकिमाडा जंक्शन पाइंट से स्पेक्ट्रम पावर प्लांट उप्पाड़

जनपद	तहसील	ग्राम	सर्वे नं.	क्षेत्रफल (हेक्टे./ एकड़ में)	विवरण
1	2	3	4	5	6
पूरव गोदावरि (श्रां	ध्र प्रदेश) कोत्तपत्लि	कोमरगिरि	894 भाग (जी.पी.)	0.03.00	श्रिधिक या कम
			893-16 ,,	0.20.50	Jī
			896-1 " (जी.पी.)	0.01.00	7)
			-2 ,,	0.03.00	ŧŧ
			897.1 "	0.10.00	,,
			- 2 ,,	0.01.00	37
			- 7 ,,	0.18.00	**
			-8 ,,	0.13.50	n
			-9 ,,	0.08.50	11
			91 <i>6</i> — ,, (जी.पी.)	0.03.50	**
			915-2 ,,	0.16,50	, ,
			92 1-8/बी .,	0.09.50	"
			920.5 "	0.05.50	ıj
			-6 ₹ ;,	0.05.50	11
			~ 6ब्री "	0.00.50	11
			-8 ,,	0.37.50	"
			922-14नी,,	0.09.00	11
=			1 4 डी ,,	0.14.00	j <i>y</i>

1	2	. 3	4	5	6
पूरव गोदावरि	कोत्तपल्लि	कोमरगिरि	922.17 ,, (जी.पी.)	0.01.50	अधिक याकम
			930.4 ,,	0.18.00	**
			933.4 "	0,00.50	"
			- 5 ,,	0,02,50	"
			-9 "	0.09.00	.1
			- 15 ,,	0.04,50	n
			-16 ,,	0.05.00	11
			-17 ,,	0.02.60	<i>!</i> !
			934 ,,	0.03.00	77
			(जी.पी.)		·
			936 ,,	0.20.50	"
			952. ,,	0.17.00	7.7
			961-1 ,,	0.07,00	, ,
			-2 ,,	0.06.00	21
			- 3 ,,	0.01,50	17
			960.1 ,,	0.07,50	11
			- 5 ,,	0.09.50	17
			958 ,,	0.10.50	1)
			958- ,,	0.10.00	,,
			कुल	3,05,50	
			954-भाग	0.00.50	ग्रधिक या कंम
			955 ,,	0.14.00	"
			956 ,	0.09.50	. "
			722-4 ,,	0.01.00	H
			-5 ,,	0.02.50	3 1
			- 6 ,,	0.05.50))
			720.1 "	0.06.00	11
			-22	0,03.00	,,,
			7 0 2- 1	0,09.00	11
			701-1 ,,	0,03,00	,,
			-3 j,	0.03.00	,,,
			699.2 ,,	0.11.00	2)
			697.2 ,,	0.00.50	1)
			704. ,,	0.07.50	11
			692 ,,	0.05.00	n
			691 ,,	0.03.50	,,
			677 ,,	0.12.50	11
			675-1 ,,	0.02.00	11
			-3 ,,	0.16.00	"
			679. IY	0.07.50	11
			– 30, ,,	0.00.50	"
			- 3सी ,,	0.01.00	**
ï			672-1सी ,,	0.10.00	33

1	2	3	4		6
	***************************************		1डी भाग	0,00,50	अधिक याकम
			- 2बी ,,	0,10.50	11
			671.2 "	0,01,50) T
			कुष	1.46.50	
			कुल	3,05.50	
					_
			कुल योग	4.52.00 या	11.17 英格兰

[सं. एल-14016/18/94-जी.पी.] श्रर्थेन्द्र सेन, निदेशक

New Delhi, the 1st December, 1995

S.O. 3246.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. 415(E) dated 2-5-95 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline.

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government.

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification.

Now therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule to this appended notification hereby acquired for laying the pipeline.

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vest on this date of the publication of this declaration in the Gas Authority of India Ltd. free from all encumbrances.

SCHEDULE FOR 6/1 NOTIFICATION

GAS PIPE LINE PROJECT BETWEEN KAKINADA

JUNCTION POINT TO SPECTRUM POWER PLANT, UPPADA

District	Manda!	Village	Survey Nos.	Area (in Hect/ Acres) More or Jess	Remarks
1	2	3	4	5	
East Godavari Distt. Andhra Pradesh	Kothapalli	Komaragiri	894/Part (G.P.)	0-03.00	
			893-16/Part	0-20.50	
			896-1/Part	0-01.00	
			(G.P.)	-	
· ·			- 2/Part	0.03,00	
			897-1/Part	0-10.00	
			2/ P art	0-01.00	
			7/Part	0-18.00	
			8/Part	0-13.50	
			9/Part	0-08.50	
			•	•	

1	2	3	4	5	6
1			916/Part	0-03.50	
•			(G,P.)		
			915-2/Part	0-16.50	
			921-8B/Part	0-09.50	
			920-5/Part	0-95.50	
			6A/Part	0-05,50	
			6B/Part	0-00.50	
			— 8/ P art	0-37.50	
			922-14B/Part	0-09.00	
			- 14D/Part	0-14.00	
			17/Part	0-01.50	
			(G.P.)		
			930-4/Part	0-18.00	
			933-4/Part	0-00.50	
			5/Part	0-02.50	
			9/Part	0-09.00	
			15/Part	0-04.50	
			16/Part	0-05.00	
			17/Part	0-02.60	
			934/Part	0-03.00	
			(G.P.)	, vs	
			936/Part	0-20.50	
			952/Part	0-17.00	
			(G.P.)	0 .7,00	
			961-1/Part	0 07.00	
			- 2/Part	0-06.00	
			— 3/Part	0-01.50	
			960-1/Part	0-07.50	
			5/Part	0-09.50	
			958/Part	0-10.00	
			Total	3-05.50	
			054/0	0.00.50	
			954/Part	0-00.50	
			955/Part	0-14.00	
			956 Part	0-09.50	
			722/4Part	0-01.00	
			5/Part	0-02.50	
			6/Part	0-05.00	
			720-1/Part	0-06.00	
			2/Part	0-03.00	
			702-1/Part	0-09.00	
			701-1/Part	0-03.00	
			— 3/Part	0-03.00	
			699-2/Part	0 11.00	
			697-2/Part	0-00.50	
			704/Part	0-07.50	
			692/Part	0-05.00	
			691/Part	0-03.50	
			677/Part	0-12.50	
			678/1 Part	0-02.00	
			- 3/Part	0-16.00	
			679-1/Part	0-07.50	
			- 3A/Part	0-00.50	

4	5
679-3/CPart	0-01.00
672-1 C/Part	
	0-00.50
•	0-10,50
671-2/Part	0-01.50
Total	1-46 50
1st Page Total	3-05.50
Grand Total	4-52.00 OR
AC	11-17 Cents

[No. 14016/18/94 G.P.] ARDHENDU SEN, Director

नर्ष दिल्ली, 2 दिसम्बर, 1995

का. था. 3247.— यतः पैट्टोलियम और खिनिय एाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) श्रिधिसियम, 1962 (1962 का 50) की धारा उक्षी उपधारा (1) के अधीन भारत सरकार के उजी संज्ञालय पैट्टोलियम विभाग की अधिसूचना का.आ.सं. 462(ई) तारीक 21-5-95 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में बिनिरिट भूमि में उपयोग के अधिकार की पाइपलाइनों को बिछाने के लिए प्रजित करने का अपना आश्रय बीधित कर दिया था।

और ग्रतः सक्षम प्राधिकारी ने उक्त श्रधिनियम की द्वारा 6 की उपध्यम (1) के प्रधीन सरकार को रिपोर्ट देवी है।

और प्रागे, यतः केन्द्रीयसरकार ने उक्त रिशेट पर विकार करने के परचात् उस भ्रक्षिसूचना से संलग्न प्रानुसूती में विनिर्दिष्ट भूनियों में उपयोग का भ्रष्टिकार प्रजित करने ता विनिश्चय किया है!

श्रवः श्रतः उक्त अधिनियण की धारा ६ उपधारा (1) हारा श्रदः सः मिन का श्रवीण करने हुए केन्द्रीय सरकार एतवहारा घोषित करती है कि इस स्थिसूनना में सलग्न श्रनुसूची में विगिविष्ट उक्त भूमियों में उपधार का श्रिशकार पाइपलाइन विद्याने के श्रयीचन के लिए एनब्रहारा अफिल किया ग्राधारी

और श्रामे उस धारा की उपधारा (३) हारा प्रश्त शक्तियों का प्रयोग करते हुए रेज्य्रीय सरकार निर्देश देती है कि उसत भूमियों में उपयोग का श्रीमकार केन्द्रीय सरकार में निहित होने भी धजाय गैरा प्रथारिटी आफ प्रेंडिया थि.. दर्गण बिन्धिंग, यार.सीं. दत्त रोड, बटोयरा राभी बाधाओं में समत स्वः, में पोषणा के प्रकाणन की दम सारीक को निहित होगा।

श्रनुसूची दडेश भी.जी.एस. से जी.ए.सी. एल

राज्यः : गुजरात		तालुका : वागरा		जिला : भर ण
ग्राम	कम सं. रलाक्त नं.			
		हैक्टेयर	क्षेत्र	सेंट एरिया
व्हेज	368	00	04	11
	डी/.एस.बी.एन. सीवी	00	00	18
	367	00	10	40
	369	0.0	02	02
372	0.0	16	44	
	371	00	14	30
	378	00	09	75
	380	00	17	42
	381	00	26	78
	388	6.0	17	24
	389	00	02	00
	391	00	18	07
	399	00	21	06
	400	0υ	08	30
	401	00	19	00
	405	00	11	96
	406	00	28	9 9
	400	0.0	2 1	57
	409	00	07	93
	410	00	07	93
	410	0.0	17	8 1
	414	00	06	40
	4!2	00	01	92
		02	94	58

[संख्या-गृत्र -14016/19/94 जी .पी.]

भर्धेन्द्र शेन, सिवेशक

New Delhi, the 2nd December, 1995

S.O. 3247.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 462(E) dated 24-5-95 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of User in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification.

Now therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline.

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vest on this date of the publication of this declaration in the Gas Authority of India Ltd. free from all encumbrances.

SCHEDULE
DAHEJ GGS TO GACL DAHEJ
State: Gujarat Taluka: Vagra Dist: Bharuc

State : Gujarat	Taluka : Vagra	Dist	: Bha	ruch	
Village	Sr. No Block		Area		
-			Hac- tare	Are	Centi Are
Dahej	368		00	04	11
	D/S C	3NCV	00	00	18
	367		00	10	40
	369		00	02	02
	372		00	16	44
	371		00	14	30
	378		00	09	75
	380		00	17	42
	381		00	26	78
	388		00	17	24
	389		00	02	00
	391		00	18	07
	399		00	21	06
	400		00	08	30
	401		00	19	00
	405		00	1	96
	406		00	28	99
	408		00	24	57
	409		00	07	93
	410		00	07	93
	413		00	17	81
	414		00	06	40
	412		00	01	92
	Total	02	94	5	
	[No ARDHEN			19 94 , Dit	

नई दिल्ली, 2 दिसम्बर, 1995

का आ. 3248.--यतः पैट्रोलियम और खनिज पाइए लाइन (भूमि में उपयोग के श्रिष्टिकार का अर्जन) श्रिष्टिन्यम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के श्रश्चीन भारत सरकार के ऊर्जी मंत्रालय, पैट्रोलियम विभाग की श्रिष्टिस्ता का श्रा. लं. 462(ई) तारीख 24-5-95 इ.गा केन्द्रीय मरकार ने उस अर्थिस्चना में संलग्न अनुपूची में विनिधित्य भूमियों में उपयोग के श्रिष्टिकार की पाइप लाइनों की विद्यात के लिए श्रांजन करने कर सपना श्रीशय धीरित कर दिया था।

और अनः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपश्रारा (1) के प्रक्षीन सरकार को रिपोर्ट देंदी है!

और रहमे, सतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के परचात् इस प्रश्निसूचना में संलग्न पनुनुत्री में विनिर्विष्ट भूमियों में उपयोग का स्रधिकार अजित करने का विनिष्णय किया है।

श्रव, श्रतः उद्देन श्रविनियम की धारा 6 उपधारा (1) ब्रारः प्रवत्त गरित का प्रयोग फरते हुए केन्द्रीय सरकार एनव्द्वारा बोडित करती है कि इस ग्रिधिसूचना में संलग्न ग्रनुपूत्री में विनिर्दिष्ट उपन भूमियों में उपयोग का अधिकार पाइनलाइन विटाने के प्रयोजन के लिए एमद्वारा श्रीजन किया जाना है।

और आगे उस धारा की उस धारा (4) हारा प्रदत्त गिलिनमों का प्रयोग करने हुए, केस्ट्रीय नरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केस्ट्रीय सरकार में निहित होने की बजाय गैस अधारिटी आह इंडिया लि. वर्षण अस्टिट, प्रारासी, दन्त रोड, वटोदरा सभी बाधाओं में मुक्त रूप से बोषणा के प्रकाणन की इस तारी ख को निहित होगा।

भनुसूत्री दहेज औ.जी.एस. में जी.ए.सी.एस. दहेज

राज्यः ग्	ु जरात तालुकाः	वागरा	जिलाः	भक्च ——— ——	
ग्राम	कस मं.	क्षेत्र			
·	ফৰ্জ লঁ. —	हैक्टेयर	- শ্রন	सेंट एरिया 	
सुवा		00	05		
ø	रहियाड-सुवा रोड	00	0.3	9:	
	65	0.0	0.1	1	
	155	0.0	17	5	
	135	0.0	13	7	
	136	0.0	0.6	9	
	137	00	0.5	0	
	138	00	0.0	9	
	139	0.0	0.5	4	
	140	0.0	0.5	0	
	149	00	0.8	7	
	143	0.0	41	41	
	जोसवा-सूवा रोड	0.0	03	3	
	175	0.0	19	8	
	176	0.0	26	9	
	वाडा डलामूबा	0.0	0.2	7.	
	रोड				
	225	0.0	16	62	
	226	0.0	12	0.6	
	251	0.0	15	36	

250	00	11	 8.5
249	00	09	1(
267	0.0	15	80
266	00	02	4(
377		98	93
	0.0		
खाड़ी कैन करी करी	0.0	04	47
बैल गाडी मार्ग	00	18	07
504	00	14	0.4
511	00	15	99
512	0.0	09	75
बैल गाओं मार्ग	0.0	0.5	59
479	0 υ	0.7	80
478	0.0	08	4.5
470	0.0	09	49
471	0.0	12	8.8
फ़ुल	04	44	15
	04	44	15
477	0.0	00	25
172	0.0	18	29
466	00	15	90
455	00	23	40
कुल	05	14	87

[संख्या एल-14016/19/94-जी. पी.] अर्धान्द्र सेन, निश्मिक

New Delhi, the 2nd December, 1995

S.O. 3248.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 462(E) dated 24-5-95 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of User in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification.

Now therefore, in exercise of the power conferred by sub-section (1) of the section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline.

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Gas Authority of India Ltd. free from all encumbrances.

SCHEDULE
DAHEJ GGS TO GACL DAHAJ

State : Gujarat Taluk	a: Vagra	Dist.:	Bharu	ich	
Village	Sr. No. Block N		Area		
	.2-10012 1	Hac- tare	Arc	Centi- arc	
Suwa	45 Rahiya	00 d-	05	46	
	Suwa R		03	90	
	65	00	01	13	
	155	00	17	55	
	135	00	13		
	136	00	06	98	
	137	00	05	08	
	138	,00	00	90	
	139	00	05	46	
	140	00	05	07	
	149	00	08	71	
	143	00	41	47	
	Jolwa-				
•	Suwa-R	00 b so	03	38	
	175	00	19	8.	
	J 76	00	26	91	
	Vadadle				
	Suwa R	.oad 00	02	73	
	225	00	16	62	
	226	00	12	06	
	251	00	15	36	
	250	00	11	83	
	249	00	09	10	
	267	00	15	80	
	266	00	02	40	
	377	00	98	93	
	Khadi	00	04	47	
	Cart Tr	ck 00	18	07	
	504	00	14	04	
	511	00	15	99	
	512	00	09	75	
	Cart Tra		05	59	
	479	00	07	80	
	478	00	08	45	
	470 	00	09	49	
	Total	04	44	15	
	(B/F)	04	43	15	
	471	00	12	88	
	477	00	00	25	
1	472	00	18	29	
	466	00	15	90	
	455	00	23	_40	
	Grand Tota	1 05	14	87	

No. L-14016|19|94-GP] ARDHENDU SEN, Director मई दिल्ली, 2 विसम्बर, 1995

का. मा. 3249.—यत पेट्रोलियम और खिनज पाश्यलाइन (भूमि में उपयोग के मिसकार का मर्जन) मिसिनियम, 1962 (1962 का 50) की भारा 3 की उपधारा (1) के मधीन भारत सरकार के ऊर्जा मंद्रालय, पेट्रोलियम विभाग की मिस्तुचना का. मा. सं. 462(ई) तारीख 21-5-95 हारा केम्ब्रीय सरकार ने उस मधिमूनना से संलग्न मनुसूची में विनिदिष्ट भूभियों में उपयोग के मधिकार का पाइपलाइनों को बिछाने के लिए मजित करने का मपना भागय घोषित कर विया था।

और ग्रतः सक्षम प्राधिकारी न उन्त अधिनियम की वाटा 6 की उपधारा (1) के भ्रधीन सरकार की रिपोर्ट ये वी है।

और भागे यतः केन्द्रीय सरकार ने उन्त रिपोर्ट पर विचार करने के पश्चात् इस प्रक्रियूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का प्रक्रिकार अजिस करने का यिनिश्चय किया है।

श्रव श्रतः उन्त प्रधिनियम श्री पास ६ उपधास (1) ग्रास प्रवत्त यन्ति ना प्रमोग गरते हुए यन्धीय सरकार एतदहारा घोषित करती हैं कि इस श्रीधसूचना में संलग्न थनुसूचि में बिनिर्दिष्ट उन्त सूमियों में उपयोग का श्रीकार पाइपलाइन विश्वाने के प्रयोजन के लिए एलदहारा व्यक्तित किया आता है;

और आने इस धारा की उपधारा (4) द्वारा प्रवस्त सक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती हैं कि उपत भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय गैस धर्यास्टि चाफ इंडिया लि., वर्षण चिल्डिंग, आर. सी. दस्त रोड, बडोदरा सभी साधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख की निहित होगा

अनुसूची बहेज जो जी एस. से जी ए. सी एटा दहेज राज्या गुजरान तानुहा नागरा जिल्ला भक्ष्य

ग्राम	कमसं.	क्षेत्र		
	ब्लामः नं.	हेक्टेयर	धोस्र	सेंटि क्षेद
कोलीयाड	1	00	75	25
	59	00	10	27
	60	0.0	01	50
	र्डा/एस डीजे एएफ	0.0	02	20
	74	0.0	09	36
	<i>7 7 </i> बी	0.0	13	26
	90/ ए	0.0	31	59
	प्रटाली- कोलीपाड	00	02	86
	रोड			
-	212	00	23	40
	216	00	12	20
	215	00	03	27
	217	0.0	10	80
	221	00	16	24
	222/U	00	21	71
	223	0.0	16	90
	22 2/य ी	0.0	0.5	61
	190	00	07	78
	191	00	16	12
	187	0.0	24	31
	1 8 3/बी	0.0	09	62
	दहेज जी जीएस	00	05	59
	क्ल	03	19	84

[संख्या एल-14016/19/94-जी.पी.] अर्थेग्वु सेन, पिवे गक New Delhi, the 2nd December, 1995

S.O. 3249.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 462(E) dated 24-5-95 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act. 1962 (50 of 1962), the Central Government declared its intention to acquire the right of User in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification.

Now therefore, in exercise of the power conferred by sub-section (1) of the section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline.

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Gas Authority of India Ltd, free from all encumbrances.

SCHEDULE DAHEJ GGS TO GACL DAHEJ

State : Gujarat	Taluka : Vagra 1	Dist. : I	ist.: Bharach		
Village	Sr. No. Block No.		Area		
	Blook 140.	Hac- tare	Arc	Centi are	
Koliyad	1	00	75	25	
-	59	00	10	27	
	60	00	01	50	
	D/s DJAI	7 00	02	20	
	74	00	09		
	77/ L	00	13	26	
	90/A	00	31	59	
	Atali-				
	Koliyad			43.7	
	Road	00	02	86	
	212	00	23	40	
	216	00	12	20	
	215	00	03	27	
	217	00	10		
	221	00	16		
	222/A	00	2!	71	
	223	00	16		
	222/B	00	0.5		
	190	00	07		
	191	00	16	J	
	187	00	24	31	
	183/B	00	09	62	
	Dahej GGS	00	05	59	
,	Total	03	19	84	

No. L-14016|19|94-GP] Ardhendu Sen, Director नर्ट दिल्ली, 2 विसम्बर, 1995

का. श्रा. 3250—यतः पेद्रोलियम श्रीर खितत्र पाइपलाध्न भिम । उपयोग था श्रीधकार का अर्थन प्रधित्यम, 1962 (1962 को 50) की धारा 3 की उपकार (1) के अर्थन भारत मरकार के उत्ती रतालन पेट्रोलियम जिन्नाग की अध्यक्षण को. श्रा. से. 462(ई) तारीख 24-5-95 हारा केन्द्रीय सत्यार ने उन प्रधिस्थना में मंनन गन्यूओं में विनिविध्य मुसियों में उपयोग के श्रीधकार की पाइपलाईनों को विखान के लिए प्रजित करने का अपना श्रीयव पोपित कर दिया था।

श्रीर प्रतः स्थाम प्राधिकारी ने उक्त प्रधितियम की धारा 6 भी उप धारा (1) के श्रधीन मरकार का रिपोर्ट व दी है।

भाग काम बतः केन्द्रीय सरकार ने उनत रिपोर्ट पर विचार बारने के पण्यात इस प्रधिसूचना में संतरत प्रतुसूनों में वितिबिध्य भूमियों में उपमान का अधिकार फ्रिकिन पारने का वितिश्वय किया है।

वला, प्रतः उत्तर प्रदेशियम को भाग 6 की जायाता (1) द्वारा प्रदस्त भवित का प्रमेश करते हुए केटीन सरकार प्रतिशास मेशिय करती है कि इस पश्चिमाता में संसम्ब अनुसूची में विनिधिक तकत भूमियों भ उत्तरीय का अधिकार पाइपलाइन विकान के अयोजन के लिए हो। ११ । द्वित किया जाना है।

अंतर कामे उस धारा की उपधान (4) प्राण प्रवास मिलतथी वा प्रथमि करते हुए केन्द्रीय सरकार निर्देश देशी है कि उस्त भूमियी में उपभाग का अधिकार केन्द्रीय सरकार में निहित तीन की नगान मेन प्रथमित ही आक देडिया नि. दयन विविधन, आर. भी. यत येट, बडीदरा सभी बाधाओं में मृतत क्य में घोषणा के प्रकागन की इस तारीय की निहित होगा।

श्रनुपूषी, दहेज जी. जी. एस. में जी. ए. थी. एच. दहेज

ग्राम	कम सं. अनोक स्ट.	र् थ व			
	હળવીજા હે.	ह ेन देयर	क्षेत्र	सेन्टी एरिया	
1	2	j	1	Ē	
रहियाद	881	00	52	6.5	
•	ए क्त्यूबी एम रोड	0.0	05	16	
	त कीलांबाड				
	063	0.0	67	93	
	891	00	09	0.4	
	889	6.0	0.4	1 4	
	888	0.0	03	7:	
	892	0.0	01	41	
	887	0.0	0.8	73	
	904	0.0	0.5	5.5	
	903	0.0	0.3	5 l	
	893	0.0	12	ر بر د مد	
	901	0.0	0.1	13.5	
	931	0.0	98	71	
	932	ÚŨ	05	8.5	
	943	00	0.5	0.7	
	944	0.0	0 1	5 (
	945	0.0	09	61	
	946	00	0.5	20	

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 रहियाद (जारी)		(1)	03	25
	767	0.0	θG	76
	750	ប្ប	2.4	14
	740	9.0	20	80
	730	0.9	0.9	47
	7.57	មប	12	7.3
	7.3.1	0.0	2.1	06
	127	(4.0)	0.7	15
	724	(11)	05	20
	"ीॄश्व	9.3	l (v	75

[गंडाग. एन - 14016/19/91 - जी. पी.] श्रेबेंद्र सेन, निदेशक

New Delhi, the 2nd December, 1995

S.O. 3250.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 462(E) dated 24-5-95 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of User in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification.

Now therefore, in exercise of the power conferred by sub-section (1) of the section 6 of the said Act, the Central Government hereby declared that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline.

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Gas Authority of India Ltd. free from all encumbrances.

SCHEDULE

DAHEJ GGS TO GACL DAHEJ

Village	Sr. No. Block No.				
		Høc- tare	Are		
Rahiyad	881		52	6.5	
	WBM Ros	ıđ			
	to Kaliyad	00	0.5	41	
	890	00	67	93	
	891	00	09	O ²	
	889	00	04	14	
	888	00	03	7.	
	892	00	01	49	
	887	00	08	73	
	904	00	05	59	
	903	00	03	51	
	893	00	12	22	
	901	00	10	66	
	931	00	08	71	
	932	00	05	85	
	943	00	05	07	
	944	00	04	50	
	945	00	09	62	
	946	00	05	20	
	WBM				
	Road	00	03	25	
	767	00	06	76	
	750	00	24	44	
	748	00	20	80	
	730	00	00	27	
	74 7	00	12	73	
	731	00	21	06	
	727	00	07	15	
	723	00	05	20	

नई दिल्ली, 1 दिसम्बर, 1995

का. ग्रा. 3251.—केन्द्रीय मरकार, भारत मरकार के पेट्रोलियम और प्राकृतिक गैस मंज्ञालय की ग्रधिसुचना संक् का. ग्रा. 569, तारीख 26 फरवरी, 1994 के साथ परित पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के ग्रधिकार का ग्रर्जन) ग्रधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के ग्रनुसरण में, श्री विष्वनाथ बोस, ज्येष्ठ भूमि ग्रर्जन ग्रधिकारी मम्पर्क ग्रधिकारी, इंडियन ग्रायल कार्परिणन लिमिटेड, (रिफाउनरीज एंड पाइपलाइन ग्रायल कार्परिणन लिमिटेड, (रिफाउनरीज एंड पाइपलाइन्स डिबीजन), हिल्दया-वजवज पाइपाइन ग्राजिक्ट, डाकवर हिल्दया रिफाइनरी, जिला—मिदनापुर, पण्टिमी बंगाल को उक्त ग्रधिनियम के उपवंधों के ग्रधीन हिल्दया—वरीनी कूड पाइपलाइन ग्रोजेक्ट की बाबत भी पश्चिमी बंगाल राज्य में सक्षम ग्राधिकारी के कृत्यों का पालन करने के लिए ग्राधिकृत करती है।

[सं. ग्रार.--31015/52/93--ओ. ग्रार.-]] के. सी. कटोच, ग्रवर सचिव

New Delhi, the 1st December, 1995

S.O. 3251.—In pursuance to clause (a) of section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), read with the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 569, dated the 26th February, 1994, the Central Government hereby authorises Shri Biswanath Bose, Senior Land Acquisition Officer/Liaison Officer, Indian Oil Corporation Limited (Refineries & Pipelines Division), Haldia-Budge Budge Pipeline Project, P.O.—Haldia Refinery, District—Midnapur, West Bengal to perform within the State of West Bengal the functions of the Competent Authority in respect of Haldia-Baraum Crude Pipeline Project also under the provisions of the said Act.

[No. L-14016|19|94-GP] ARDHANDU SEN, Director

[No. R-31015|52|93-OR-J] K. C. KATOCH, Under Secy.

कृषि मंत्रालय

(पण पालन एवं डेयरी विभाग)

नई विल्ली, 13 नवम्बर, 1995

का .आ. 3252--भारतीय पशु चिकित्सा परिपद् अधिनियम, 1984 (1984 का 52) की धारा 15 की उपधारा (2) हारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार भारतीय पशु चिकित्सा परिषद् के साथ परामर्श करने के बाद, उक्त अधिनियम की प्रथम अनुसूची में, एतदहारा निम्निखित और संशोधन करती हैं :---

उक्त अधिनियम की प्रथम अनुसूची में उपणीर्ष "उपाधियों" के अधीन तमिलनाडू कृषि विष्वविद्यालय से संबंधित क्रम सं . 40 तथा उसमे संबंधित प्रविष्टियों के लिए निम्नलिखिन क्रम संख्या तथा प्रविष्टियां प्रतिष्ठापित की जाएगी नामत :--

क्रम सं. विश्वविद्यालय अथवा पणु चिकि त्सा संस्थान	- मान्यता प्राप्त पणु चिकित्सा अर्हता	पंजीकरण के लिए संक्षिप्त अभ्य <mark>क्ति</mark> यां
40. तिमलनाष्ट्र पणु चिकित्सा तथा पणु विज्ञान विश्वविद्यालय (क्योंकि तिमल नाडू पणु चिकित्सा तथा पणु विज्ञान विश्वविद्यालय तिमलनाडु कृषि विश्व विद्यालय से अलग हो गया था)	i -	बी बी एस सी (ऊपर बलाए गए अनुसार इस योग्यता को पशुचिकित्सा अर्हता के रूप में केवल तब मान्यता दी जाएगी जब यह अनुमति 20 सितम्बर, 1989 को अथवा उसके बाद दी गई हो)
		[मं. 51 − 6/91 − एल डी टी (एल एच)]

 $[\vec{\tau}]$ 51 - 6/91 - एल डी टी (एल एच)] नश्मी चन्द मेहरा, अवर मचिव

टिप्पणी :-

भारतीय पण चिकित्सा परिषव् अधिनियम, 1984 का प्रकाशन भारत के राजपत्र में दिनांक 18 अगस्त, 1989 के द्वारा (1984 के ऋम मं. 52) किया गया था और उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित ऋम मं. द्वारा बाद में संशोधन किया गया था:---

- (i) सा. आ. 2841 दिनांक 10 नवस्बर, 1990
- (ii) सा. आ. 823 विनांक 1 मई, 1993 और
- (iii) सा. आ. 1165 दिनांक 4 अप्रैल, 1995

MINISTRY OF AGRICULTURE

(Department of Animal Husbandry & Dairying)

New Delhi, the 13th November, 1995

S.O. 3252.—In exercise of the powers conferred by sub-section (2) of section 15 of the Indian Veterinary Council Act, 1984 (52 of 1984), the Central Government after consulting the Veterinary Council of India, hereby makes the following further amendment in the First Schedule to the said Act, namely:—

In the First Schedule to the said Act, under the sub-heading "DEGREES", for serial number 40 relating to the Tamil Nadu Agricultural University and entries relating thereto, the following serial number and the entries shall be substituted, namely:—

S. University or Veterinary Institution No.	Recognised Veterinary qualification	Abbreviation remarks for registration
"40 Tamil Nadu Veterinary and Animal Sciences University (since the Tamil Nad Veterinary and Animal Sciences Univer- sity bifurcated from Tamil Nadu Agri- cultural University)	lu Science	B.V. Sc. (This qualification shall be a recognised veterinary qualification as aforesaid only when granted on/or after the 20th September, 1989.)".

[No. 51-6|91-LDT(LH)] LAKSHMI CHAND MEHRA, Under Secy.

Note :---

The Indian Veterinary Council Act, 1984 was published in Gazette of India vide (number 52 of 1984) dated the 18th August, 1984 and the First Schedule to the said Act, were subsequently amended

vide number:

- (i) S.O. 2841 dated 10th November, 1990
- (ii) S.O. 823 dated 1st May, 1993, and
- (iii) S.O. 1165 dated 4th April, 1995.

नागर विभानन और पर्यटन मंत्राखय

(पर्यटन विभाग)

नई दिल्ली 17 नवम्बर, 1995

का. आ. 3253.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजना के लिए प्रयोग) नियम, 1976 के [नियम 10 के उपनियम (4) के अनुसरण में, तागर विभानन तथा पर्यटन मंत्रालय (पर्यटन विभाग) के प्रजासनिक नियंत्रणा-धीन निम्नलिखित कार्यालय को, जिनके 80% कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिमूचित करनी है:—

राष्ट्रीय परिषद होटल प्रबंध और केटरिंग तकनालाजी (पर्यटन मंत्रालय, भारत सरकार द्वारा संस्थापित) ।

[संख्या ई-11017/(15)/95-हिन्दी]

मी. बी. नारनौली, उप निदेशक (रा. था.)

MINISTRY OF CIVIL AVIATION & TOURISM

(Department of Tourism)

New Delhi, the 17th November, 1995

S.O. 3253.—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for the official purposes of the Union) Rules, 1976 the Central Government hereby notifies the following office under the administrative control of Ministry of Civil Aviation and Tourism Departments) the 80 per cent staff of which have acquired the working knowledge if Hindi.

National Council for Hotel Management & Catering Technology (Established by Government of India, Ministry of Tourism).

[No. E-11017](15)[9-Hindi] C. B. NARNAULI, Dy. Director(O.L.)

श्रम मंत्रालय

नई दिल्ली, 17 नवम्बर, 1995

का. या. 3254 — श्रीषोगिक विवाद अधिनियम, 1947 (1947 का 14) की घारा 17 के यनुसरण में, केन्द्रीय सरकार सेंड्रल मेरिन फिशरीज रिशर्च संस्थान के प्रबंधतंत्र के संबद्ध नियोजकों श्रीर उनके कर्मकारों के बीच, श्रनुबंध में निर्दिष्ट श्रीषोगिक विवाद में श्रीषोगिक श्रीष्ठकरण, एर्नाकुलम के पंचपट को प्रकाणित करती है, जो केन्द्रीय सरकार को 16-11-95 को प्राप्त हुना था।

[मंख्या एत- 120: 2/19://90-आईधार (जीप्रो)] के.यी. सी. समी, स्टेंस प्रथिकारी

MINISTRY OF LABOUR

New Delhi, the 17th November, 1995

S.O. 3254.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Ernakulam as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Marine Fisheries Research Institute and their workmen, which was received by the Central Government on 16-11-1995.

JNo. L.-42012/193/90-IR. (DU)!K. V. B. UNNY, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT LABOUR COURT. FRNAKULAM

(Labour Court, Ernakulam)

(Wednesday, the 20th day of September, 1995)

PRESENT:

Shri Varghese T. Abraham, B.A., I.I.M., Presiding Officer.

Industrial Dispute No. 7 of 1991 (C)

BETWEEN

The Director, Central Marine Fisheries Research Institute, P.O. Box No. 2704, Ernakulam, Cochin-682031.

AND

The General Secretary, Central Marine Fisheries Research Institute Employees' Association, C.M.F.R. Institute, Dr. Salim Ali Road, Ernakulam, Cochin-682031.

REPRESENTATIONS:

Sri P. Jacob Varghese,

Advocate, Selman Chambers,

A. L. Jacob Road, Ernakulam-for Management.

M/s. P. F. Thomas and Sunil Thomas, Advocates Cochin-682012—for Union,

AWARD

The Government of India as per Order No. L-42012/193/90-IR (DU) dated 8-7-91 referred the following industrial dispute for adjudication:—

"Whether the action of the management of Central Marine Fisheries Research Institute, Ernakulam in terminating the services of Shri K. D. Mathai. Probationary driver w.e.f. 30-6-80 is justified? If not, what relief the workman concerned is entitled to?"

2. A short resume of the facts which led to the above dispute is made as follows:—

The workman is an Ex-service man. He served in the army for 16-1/2 years. On 12-11-79 he was appointed as a driver. He was an active trade union worker. His appointment was as a driver in regular vacancy. He joined the management on 12-11-79. On 30-5-80 he was served with a notice intimating him that his services will be terminated with effect from 30-6-80 A.N. The above action is arbitrary and unjustified. His service was terminated at the time when vacancies of drivers were available. Subsequent his termination others are absorbed in service as drivers. His termination of service is victimisation. At the time of his termination there were 7 vehicles for the industry and three drivers were engaged on daily basis. Further two watchmen were employed on daily batts. Termination of his service it illegal. There is no compliance with the provisions of L.D. Act. The union raised the

dispute and it was referred for adjudication before this Labour Court. As per the award useed 27-10-63 in 1. D. 5/81, his termination was found wrongful and this court ordered to istatement with continuity of service and back wages. The management challenged the award by way of writ petition as OP 2095 84. While the writ petition was pending the Central Administrative Tribunal was constituted and the OP was transferred to the C.A.I. Ernakutani. The Tribunal set aside the award and found that appropriate Government competent to refer the dispute is Central Government and the reference made by the State Government was in competent. That order was challenged unsuccessfully by the union. Again the dispute was taised by the union and this reference is made by the Central Government, Eventhough the rotice of termination is couched as termination simpliciter, it is actually a termination for misconduct and is vitiated by malafides. So he prays for reinstagement with back wages.

3. The defence raised by the management is sum a vised as follows:—

The reference is bad. The management is an instru-mentality of the State and to under the Ministry of Agriculture, Government of India. It is not an industry. So I. D. is not applicable. The rules and byelaws applicable to the employees of the management are governed by statutory rules. The duration of the temporary service, the mode of termination etc. are contained in these service rules. Chapter V-A of the I.D. Act is not applicable to temporary Government servants. The employees are Governed by Central Civil Services (Temporary Service) Rules, 1965. The workman was not appointed in a regular vacancy. His vacancy was temporary with effect from 20-11-79 L.N. He was on probation for a period of two years with effect from 20-11-79. His services were terminated with effect from 30-6-80 A.N. giving him one month's notice as per clause 6 of the office memo dated 12-11-79. The management is competent to terminate the second secon nate his service as per clauses 5 and 6 without assigning any reason. The workman accepted the appointment as per the terms and conditions set forth above. The termination order was innocuous and does not cast any slamp. Again the order and does not cast any stigma. Again the order of termination the workman preferred an appeal before Director General of Central Marine Fisheries and the Appellate Authority rejected it. The order of dismissal of appeal was communicated to the workman on 16-6-81. His service was terminated not for want of vacancies of drivers, but was fell that he was not suitable to the post. T reason for termination was not stated as it much create an impediment in the matter of his securing employment elsewhere. No violation of tules and regulations is committed by the department. One watchman was appointed to the post of temporary driver. Subsequently he was reverted to the post of watchman. The candidates appointed as drivers were snonsored by the local employment evelunge There was no favourtism or victimisation as alleged The termination was not by way of punishment. The workman is not cutitled to get reliefs.

- 4 In the replication filed by the workman the contentions of the management are controverted and the averments in the claim statement are resterated. It is contended that the Civil Service Rules are not applicable. The termination is punitive. Hence the procedure for disciplinary action has to be complied with. The termination is illegal.
- 5. Evidence in this case consists of the testimony of WW-1 and deepmentary evidence as Ws-1 to 6. No oral or documentary evidence is adduced by the management.
 - 6. Henrd both sides.
- 7. Point that arises for consideration is whether the termination of service of the workman is illegal and if so to what relief is he entitled to get?

6." Ind polit, -- The workman was appointed as per W-1 defect that it -/>. It is clearly stated that the post is temporary. at is current stated that grant of pay, reuse, travelling and caner antogrances is regulated by the Indian Council of Agricano at research, in deceroance with the principles of fundamental and supplementary rules and such other rules and orders as are issued by the Government of India from time to time. It is also stated that his appearament may be termimated without assigning any reason by one month's nonce other side under rule 5 of Central Civil Services (temporary service) Rule 1965. It is further stated in clause 6 that the during the period of probatica the appointing authority may terminate the service of appointed wallout hodice and without the payment of salary in her thereof. As per clause 14 of W-1 the workman was intimated that he needs to join the management only if the terms and condition, are accepted by him. The WI shows that he was appointed to the temporary post of drivers and subject to the ferms and conditions stated above. W-2 is an office order dated 3-1-80 issued by the management. W-1 is referred to in W-2. As per W-2 he was appointed to the polit of Motor Driver in the pay scale shown therein in a temporary capacity with effect from the forenoon 20-11-79. He was also informed that he will be on probation for a period of two years with effect from 20-11-79. Ext. W-3 is an office order dated 30 5-89 issued by the Director of the Management intimating the workman that his services as temporary motor driver probation at Kochi will stand terminated with effect from the atternoon of 30-6-80 as per clause 6 📣 Ext. W-1. It is clause 6 of Ext. W t that clothes the management power to terminate the service of an employee without assigning any reason under rule 5 of CCS. (temporary service) Rules 1965. Ext. W-4 is an intimation to the workman that his representation organist termination is relected. Ext. W-5 is the award in I. D. No. 5/81 of the Labour Court published in the Kerala Gazette dated 30-11-83. Ext. W-6 is the written statement in I. D. No. 5701. It is an admitted fact that for the very same dispute an carlier industrial dispute was raised and it was referred and he reference was adirected by the Lebour Court. Fenalulam and passed Fxt. W5 award. That award was set aside by the C.A.T. It is thereofter that the second reference was made by the appropriate Government, Central Government of India. So Ext. W-5 and W-6 are of no use to decide the controversial issue in this case.

9. It cannot be disputed that the workman was appointed only us a temporary driver. He accepted the terms and conditions in Fxt. W-1. Clause 6 of Ext. W-1 empowers the management to terminate the service of temporary workman without assigning any reason whatsoever under rule 5 of CCS (temporary service) Rules 1965. Ext. V-3 is an innocuous order intimating the workman that his service stands terminated. That is why the management has not given any reason for the termination of workman. On the other hand the management relied on clause 6 of Fxt. V-1. Ext. W-3 is not a stigmatic order. The question is whether a non-stigmatic order like the one before me is liable to be treated as retrenchment. Both sides had made extensive arguments Both sides relied on umpteen decisions to support their arguments. The workman relied on the following decisions.

- (i) 1991 (I) SCC 212.
- (ii) 1964 (I) LLJ page 2.
- (iii) 1966 (I) LLJ 898 and AIR 1973 Supreme Court P. 2634.

10. In 1991 (I) Supreme Court cases page 212 (K. S. Viryarthi Vs. State of U.P.), it was held that what is necessary is reason based decision and the provision for communication of decision, without assigning any cause based on public policy. But reasons for the decision must nevertheless exist. In that case the Government of U.P. had terminated by a general order the appointments of all Government Counsel (Civil, Criminal revenue) in all districts of the States with effect from 28-2-90 and directed preparation of fresh panels to make fresh appointments. In that case, the provisions of relevant rules show that the initial appointment is for a period of one year during which he work and conduct of the appointed is watched to adjudge his suitability. If the work was found satisfactory his engagement is made for a period not exceeding three years. Provision is also made for renewal for a period not exceeding three years. It was in the context of these provisions that the above principle was laid down. Moreover facts of this case are not identical with the facts of the decision cited above.

al. The question associated before me a not abouter the Workman employed in a Government services is infinitel to get protection under the I. D. Act and therefore the decision of Our High Court in Bhaskaran Vs. Sub Divisional Otheer (1982 KLT 613) and Umayammal Vs. State of Kerala (1982 KLT 829) are not to be considered. The question before me is whether an employee employed by the concerns of Central Government of State Government can be terminated without assigning any reason In Express Newspapers Labour Court 1964 (1) 1.1.1 2 the question that arose consideration was whether the service can be terminated before the expiry of probation on the ground that his work was round unsatisfactory. The Sapreme Court held that in an approment on probation for an months the employer no right to terminate the service of an employee before six months had expired except on the ground of misconduct or other sufficient reasons, in which case the service of permanent employee would also be terminated. At the end of six months the employer can either confirm him or terminate his services. If no action is taken by the employer either by way confirmation or by way of termination, the employee continues to be in service as a probationer. The Supreme Court said that it could not be contended that there would be an automatic termination of service in such a case as soon as the period of probation of six months expires unless an order of confirmation was made. The facts of that case are also distinguishable from the facts of this case and law laid down therein stands modified by the later decision by the Supreme Court. In Utkal machinery Ltd. vs. Santhipatnaik 1966 (I) LLJ 365 the Supreme Court held that when there was no proof of alleged misconduct on the part of concerned employee unsatisfactory work) and there was no justification for terminating his service the discharge of the employee was held malafide. In that case the management terminated, the service of the probationer during the period of probation because of unsatisfactory work. That order of termination is signatic and punitive in character and such probationer could only be ousted from the employment only if there is valid proof regarding unsatisfactory probation. Regarding the legal principle laid down by the Supreme Court is that case there is no quarrel for the counsel for the respondent As said earlier the question convassed before court is totally different from the question raised in the above decision of the Supreme Court. In antoher case, management of Brooke Bond India Vs. Y. K. Goutam. AIR 1973 S.C. 2635 the Supreme Court held that termination of service of a probationery salesman without assigning any reasons before the probtaionery period is invalid if it is found that it amounts to a malafide action or victimisation or unfair labour practice. Likewise in Claud Fernandez Vs. Giovanola Binny Company Ltd. (1971 KLT 471) a Full Bench of our High Court observed that in the case of discharge of an employee for any reason other than that his work and conduct are not satisfactory, the Tribunal can enquire into malafides of the employer. In that case the employee appointed on probation for a term continues as a probationer even after the expire of the term without confirmation. The law loid down by the Full Bench is not applicable to the present case. since the question before me is entirely different.

12. On behalf of the management, several decisions are cited by the learned counsel, some of which are discussed as here under. In O.N.G.S.C. Vs. Dr. S. Iskender Ali 1980 (3) SCC page 428 the respondent was appointed in a temporary post on probation for one year. The terms of appointment empowered the appointing authority to extend the period of his probation and terminate his services without any potice and without assigning any reason. During the period of his service, a departmental enquiry was initiated against him but later on it was dropped. The confidential roll reflecting the assessment of the work of the respondent showed that his work had never been satisfactory and he was not found suitable for the post. Subsequently his service was terminated. The Supreme Court held that the remarks in the assessment roll will not east any stimm. If the management found that the workman was not suitable for being retained in service, that will not vitiate the order of termination. The Supreme Court found that the termination order was prima facie an order of termination simpliciter, without involving any stiems on the probationer who had no right to the service. The above this view does not appear to be correct in the light of the Surreme Court decision, which I have cited above and distinguished on the facts of the present case. A Division Bench of our High Court in State

A Kerala Vs. Mehanan 1995 (2) ILR (Kotala) page 344 seld that a castal boomer employed as down in the Tourism Department under the Government of Kerala connot claim regularisation in service and resist termination of service. It was further held that such an employee cannot take recourse to the provisions of the I. D. Act.

13. In Ramachandra Tripathi Vs. U. P. Public services Fribunal 1994 (5) SCC 180 a was held by the Supreme Court that if the order of termination is only a termination simpliciter and no strematic order of termination is passed against the employee it is not invalid. This will show that when the order of termination is punitive or stigmann, that will be an illegel termination. In M. Venugopul Vs. Divisional Manager LIC (1994) 27 ATC 84 an order of termination like the one before me held not amounting to retrenchment and hence section 25-F of the I. D. Act is not attracted. It is stated in state of UP Vs. Prem Misra (volume 27) 1994 ATC 558 by the Supreme Court that when the appointment order postulated the service to be terminated at one month's notice or pay it need not be preceded by a departmental enquiry under the U.P. Temporary Government services (Termination of services Rules 1975). The Supreme Court held that the court can lift the vail of innocuous order to and whether it is the foundation or motive to pass the offending order. If misconduct is the foundation to pass the order an enquiry has to be conducted. Even if an enquiry was initiated and dropped midway action could be taken in terms of the rule or order of appointment. In that case the termination was for unsuitability of unfirness but not by way of punishment as a punitive measure and is one in terms of order of appointments and rules. In the light of the well settled principles laid down by the Supreme Court recently in the decisions cited by the learned counsel for the management the termination of service of the present employee is not a case of retrenchment and lience their need not be compliance with the Section 25-F of the I. D. Act. The appointment of the workman was temporary in character, per clause 6 of Ext. W-1 the management terminated service without assigning any reason and it could do under the C.C.S. Temporary Employees Rules. No stigma is attached to the order. It is not a punitive one. Allegation of victimisation or unfair labour practice is not proved. The employee accepted the temporary appointment and the terms and conditions laid down in Fxt. W-1. Therefore, the termination of service of the workman was not illegal and it is instifiable. No relief is allowable to the workman. Point so found against the workman.

14. In the result, the reference is answered holding that the termination of service of the workman, Sri K. D. Mathai, probationery driver with effect from (30-6-80) was legal and instifiable and that therefore he is not entitled to get any relief under industrial law.

Ernakulam,

Dated: 20-9-1995.

VARGHESE T. ABRAHEM, Presiding Officer

Appendix

Witness examined on the side of workman

WW-1—Sri K. D. Mathai, Exhibits marked on the side of workman

- Ext. W-1—Copy of a memorandum dated 12-11-79 to workman issued by management.
- Ext. W-2—Office order dated 3-1-80 issued to workman by Management.
- Ext. W-3—Office order dated 30-5-20 issued to work man by Management.
- Ext. W-4—Copy of a memorandum dated 16-1-81 from management to workman.
- Fxt. W-5 Copy of Award dated 27-10-83 in I. D. 5/81 passed by Labour Court Frankulam.
- Ext. W-6—Copy of affidavit dated 7-6-81 filed by the Director of the Management firm in 1, D. 5-81.

का. श्रा. 3255.--- आलांगिक विवाद यांधनियम, 1947 (1947 का 14) की धारा 17 के श्रनुसरण में, केरद्रीय सरकार नेयवेली लियनाईट कारपरिणन के प्रबंधतंत्र के सब्ध लियोजकों और उनके कर्मकारों के बीच, श्रनुबंध में निद्धिट श्रीद्योगिक विवाद में श्रीद्योगिक श्रिष्ठकरण, मद्राम के पंचट को प्रकाणिन करती है, जो केन्द्रीय सरकार को 16--11--95 की श्राप्त हुआ था।

[सख्या एल- 29013/1/93-आईमार (विविध)] वी.एम.डेविड डेस्स अधिकारी

New Delhi, the 20th November, 1995

S.O. 3255.—In pursuance of Section 17 of th. Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Madras as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Neyveli lignite Corporation Ltd. and their workmen, which was received by the Central Government on the 16-11-95.

1No. L-29013/1/93-IR(Misc.)]
B. M. DAVID. Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU MADRAS

Bombay, the 9th day of October, 1995

Present:

THIRU N. SUBRAMANIAN, B. A.B.L., Industrial Tribunal.

INDUSTRIAL DISPUTE NO. 112/1993

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workman and the Management of Neyveli I ignite Corporation Ltd., Neyveli).

BETWEEN

Sh. P. Thambusamy, Ex-Technician Grade-IV. Pazothottam. Sanarpalayam-Village, Seplanatham P. O. PIN-607 802. S. A. Distt.

AND

The General Manager (Mines-I), Negveli Lignite Corpo, Ltd., Negveli-607-803.

REFERENCE:

Order No. I -29013/1/93-IR (Misc), dated 7-12-93, Ministry of Labour, Govt. of India, New Delhi.

This dispute coming on this day for final disposal, in the presence of Tvl. N.A.K. Sarma, K. Mahesh and B. Murali-dharan, Advocates appearing for the Management, upon perusing the reference. Claim statement and other connected papers on record and the workman being absent, this Tribunal passed the following

AWARD

This reference has been made for adjudication of the following issues:

"Whether the action of the Management of N.L.C. Ltd., in terminating the services of Shri P. Thamusamy

with effect from 2.4-91 is legal and justified? If not, to what relief he is entitled?"

TT 1 ... 15 15 15 35 5...

No representation for Petationer Petationer called obsent. Petationer was absent except filing the Claim statement on 20-1-94. Hence I.D. dismissed for default. No costs.

Dated, this the 9th day of October, 1995.

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THIRU N. SUBRAMANIAN, Industrial Tribunal

नई दिल्ली, २० नवम्बर, 1995

का.आ. 3256 — आधीगिक विवाद श्रिविनयम, 1947 (1947 का 14) की श्रारा 17 के प्रन्मरण में, केन्द्रीय सरकार मैंसर्ग आमा अध्युतराम के प्रबंधतंत्र के सबद्ध नियोजकी और उनके कर्मकारों के बीच, श्रन्तृष्ट में निविष्ट श्रीयोगिक विवाद में श्रीयागिक प्रधिकरण मद्राम के पंचपट को प्रकाशित करती है. जो केन्द्रीय सरकार को 16-11-95 की प्राप्त हुआ। था।

[सङ्घा एल-४४० । 2/४ ग/ ७ ३--प्राईआण (विविध)] वी . एस . देविड, डैंस्थ प्रधिकारी

New Delhi, the 20th November, 1945

S.O. 3256.—In pursuance of Section 17 of the Industrial Disputes Act. 1947 (14 of 1947), the Central Government nereby publishes the Award of the Industrial Tribunal. Madras as shown in the Annexure, in the industrial dispute between the employers in telation to the management of M/s. Asha Achutharam and their workmen, which was received by the Central Government on the 16-11-95.

[No. 1-44012/41/93-IR(Misc)] B. M. DAVID, Desk Officer

ANNEXUREE

BEFORF THE INDUSTRIAL TRIBUNAL, TAMIL NADO MADRAS

Monday, the 9th day of October, 1995

Present:

THIRU N. SUBRAMANIAN, B.A.B.L. Industrial Tribunal.

INDUSTRIAL DISPUTE NO. 99,1994

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workman and the Management of Asha Achutharam, Tutteorin).

BETWEEN

Thiru A. Puchaiah, C/o. The General Secretary. Tirunelveli District Democratic General Workers' Union, Tuticorin-628 001.

AND

Asha Achutharam, C/o. The Secretary, Tuticorin Sailing Vestel Owners' Association, 72. Thattar Street, Tuticorin-628 001.

REFERENCE:

Order No. 1.-44012/41/93-fR(Misc), dated 1-3-94, Ministry of Labour, Goyt, of India, New Delhi,

This dispute coming on for final hearing on Friday, the 22nd day of September, 1995, upon perusing the reference, Claim stidement, and all other material papers on record and upon hearing the arguments of Tvl. R. Arumugam and M. Jayaprakash. Authorised Representatives for the Workman and the Management being absent, and set exparte, and this dispute having stood over tell this day for consideration, this Tribunal made the following

AWARD

The Government of India, by its Order No. L-44012¹41|83-IR(Mtsc), dated 1-3-95, referred for adjudication by this Tribunal u/s. 10(1)(d) of the Industrial Disputes Act, 1947 regarding the dispute

"Whether the action of the Management of Asha Achutharam in denying employment to Sh A. Pitchaiah, is justified? If not, to what relief the concerned workman is entitled?"

2. The case of the petitioner is as follows:

The petitioner was working as one of the boarman under the respondent in Boat No. 14J 34 from 1975. The duties of the boat man are to carry the Cargo in the boats to the ship and also to bring the Cargo from the ship to the Shore, The respondent paid monthly wage on piece rate basis at Rs. 1,500/- to Rs. 2,000/- per month. He was also paid Rs. 5/- as batta to the petitioner, and Rs. 35/- as educational allowance to their children. The petitioner and other similar workers working with other hoat owners joined together and formed a Union to place their grievances before Man agement. The petitioner placed several demands before the Management. The respondent and other boat owners disliked the formation of the Union and in retaliction, orally terminated the service of the Union. The respondent refu ed to give work to the peritioner from 13-2-91. All the workers went on a strike for 15 days from 27-1-91. Conciliation talk before the Collector did not materialise. Hence they raised the dispute before the Conciliation Officer. After failure of the Conciliation, the Central Government has referred the dispute for edividualism. The recognitation employment dispute for adjudication. The respondent denied employment to the petitioner only on the sole ground that a new Union was formed and the petitioner joined in that Union. Peti-tioner was not charge sheeted. No enquiry was conducted. The action of the respondent in denying employment is in total violation of principles of natural justice. The petitioner has put in more than 12 years of continuous service. The petitioner is a permanent boat man and cannot be thrown on in that fashion. Various provisions of the Industrial Disputes Act is not followed. The action of the respondent is clearly an unfair labour practice, and victimisation, Heave the dispute has been raised.

3. The respondent remained exparte,

4. WWI was examined and Exs. W-1 to W-5 were marked, According to him, he was working as a boatman from 1975 under the respondent. In 1991, the workers formed a Union and placed their demands before the Management. Aggreeved by the demands by the petitioner and others, the respondent refused to give work to the petitioner from 13-2-91. The petitioner has put in more than 12 years of service. He was not charge sheeted and no enquiry was conducted. The Provisions of the Industrial Disputes Act particularly Sec. 25-F was not followed. So, it is clearly proved from the evidence of WWI and documents marked, the denial of work to the petitioner by the respondent is not justified.

5. In the result, an award is passed directing the respondent to reinstate the petitioner it, service, with continuity of service and back wages. No costs.

Dated, this the 9th day of October, 1995.

THIRU N. SUBRAMANIAN, Industrial Tribunal WITNESSES EXAMINED

For Workman:

W.W.1: Thiru A, Pitchaiah

For Management: None.

DOCUMENTS MARKED

For Workman:

- Ex. W-1: Photo pass of Third A. Pitchaidh (Xerox copy).
- W-2: Dispute russed by Thiru A. Pitchniah before the Assistant Labour Commissioner (Central) Madras under Section 2-A of the Industrial Disputes Act, (Copy).
- W-3 /: Counter statement filed by the Management hefore the Labour Enforcement Officer (Central), Madras (Xerox copy).
- W-4/3-6-92: Letter from Harbour Master, Tuticorin Port Trust, Marine Department, regarding termination of boat workers (Xerox copy).
- W-5/1-3-91: Letter from the General Societary, Boat Workers' Union, Tuitcoria to the District Collector Tuticoria (Xerox copy).

For Management: Nil

नई दिल्ली, 20 स्थम्पर 1995

का. आ. 3257- श्रीणोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुगरण में केन्द्रीय सरकार श्री सी. लियो मछाड़ों के प्रबंधनंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, प्रमुखंद में निविद्ध श्रीचोगिक प्रधिकरण, मदास के पंचपड को प्रकाशित करती है, जो नेन्द्रीय सरकार को 16-11-95 को प्राप्त हुआ था!

[संख्या एन-44012/40/93-प्राई ग्रार (विविध)] वी एम, डेविड, डैस्स ग्रिधकारी

New Delhi, the 20th November, 1995

S.O. 3257.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal. Madras as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Shri C. I eo Machado and their workman, which was received by the Central Government on the 16-11-95.

[No. L-44012/40/93-IR(Misc)]

B. M. DAVID, Desk Office.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU MADRAS

Monday, the 9th day of October, 1995

Present :

THIRU N. SUBRAMANIAN, D.A.B.L., Industrial Tribunal.

INDUSTRIAL DISPUTE NO. 98 OF 1994

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workman and the Management of C. Leo Machado, Tuticorin).

BETWEEN

Sh. S. Dharmabalan, C/o. The General Secretary, Trunelvell District Democratic General Workers' Union, Tuticorin-628 001.

AND

Sh. C. Leo Machado, C./o. The Secretary, The Tuticorin Sailing Vessel Owners' Association, 72, Thattar Street, Tuticorin-628 001.

RIFURENCE:

Order No. L-44012/40/93-1R(Misc.), dated 1st March, 1994, Ministry of Labour, Government of India, New Delhi.

This dispute coming on for final hearing on Friday, the 22nd day of September, 1995, upon perusing the reference, claim statement and all other material papers on record and upon hearing the arguments of Tvl. R. Arumugam and M. Jayaprakash, Authori-ed Representatives for the Workman and the Management being absent and set exparte, and this dispute having stood over till this day for consideration, this Tribunal made the following

AWARD

The Government of India by ns Order No. L-44012/40/93-IR(Misc), dated 1-3-94, referred for adjudication by this Iribunal u/s. $10(1 \, \text{Md})$ of the Industrial Disputes Act. 1947 regarding the dispute :

"Whether the action of the Management of C. Leo Machado, in denying employment to S. Dharmabalan, is justified? If not, to what relief the concerned workman is entitled?"

2. The case of the petitioner is as follows:

The petitioner was working as one of the boat man under the respondent in Boat No. TU 11 from 1980. The duties of the boat man are to carry the Cargo in the boats, to the ship and also to bring the eargo from the Ship to the Shore. The respondent paid monthly wage on piece rate basis to the petitioner at Rs. 1,500/- to Rs. 2,000/- per month. He was also paid Rs. 5/- as batta to the petitioner, and Rs. 35/- as educational allowance to the Children, The petitioner and other similar workers joined together and formed a Union to place their grievances before Management. The petitioner placed several demands before the Management. The petitioner placed several demands before the Management. The respondent and other boat owners disliked the formation of the Union and in retaliation, orally terminated the service of the President of the Union. The respondent refused to give work to the petitioner from 13-2-91. All the workers went on a strike for 15 days from 27-1-91. Concitation talk before the Collector did not materialise. Hence they raised the dispute before the Conciliation Officer. After falter of the Conciliation, the Central Government has referred the dispute for adjudication. The respondent detailed employment to the petitioner only on the sole ground that a new Union was formed and the petitioner joined in that Union. Petitioner was not charge sheeted. No enquiry was conducted. The action of the respondent in denying employment is in total violation of principles of natural justice. The petitioner has put in more than 12 years of continuous service. The petitioner is a permanent boatman and cannot be thrown out in that fashion. Various provisions of tile Industrial Disputes Act is not followed. The action of the respondent is clearly an unfair labour practice and victimisation. Hence the dispute has been raised.

3. The respondent remained exparte.

4 WWI was examined and Fxs. W-1 to W-5 were marked According to him, he was working as a boatman from 1980 under the respondent. In 1991, the workers formed a Union and placed their demands before the Management Agericved by the demands by the patitioner and others, the respondent refused to give work to the petitioner from 13-2-91. The

petitioner has put in more than 12 years of continuous setvice. He was not charge sheeted and no enquity was conducted. The provisions of the Industriel Disputes Act, particularly Sec. 25-F was not followed. So, it is clearly proved from the evidence of WWI and the documents, marked, the denial of work to the petitioner by the respondent is not justified.

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5. In the result, an award is passed directing the reapoident to reinstate the petitioner in service, with continuity of service and back wages. No costs.

Dated, this the 9th day of October, 1995.

THIRU N. SUBRAMANIAN, Industrial Tribunal.

WITNESSES FXAMINED

For Workman:

W.W. 1: Thirn S. Dharmabalan.

For Management : None.

DOCUMENTS MARKED

For Workman:

Ex. W-1 : Photopose of Third S. Duarmabidami (Xerox copy).

Ex. W-2 : Dispute raised by Thiro S. Dharma-balan, before the Assistant Labour Commissioner (Central), Madras under Sec. 2-A of the Industrial Disputes Act (copy).

Ev. W-3] : Counter statement filed by the Management before the Labour Enforcement Officer (Central), Madias (copy).

Ex. W-4/3-6-92: Letter from the Harbour Master, Tuticorin Port Trust, Marine Department, regarding termination of boat workers (Kerov copy).

Ex. W-5|21-2-91: Letter from the General Secretary, Boat Workers' Union, Tuticorin to the District Collector, Tuticorin (Xerox copy).

For Management : Nil.

बई दिल्ली 20 नजम्बर, 1995

का.या. 3258— माँखोनिक विवाद प्रधिनितम, 1447 (1947 वा 14) की बारा 17 के अनुपरण में, केन्द्रीय सनकार मैसर्स इंगरी लाईय स्टोन क्वरी के प्रबंधतल के संबद्ध नियोजकों और उनके कर्मवकारों के बीच, प्रमुख्ध में निदिष्ट पाँखोगिक विवाद म श्रीधोगिक प्रधिल्यण मुबनेण्यर, के पंचपट को प्रवाणित क्रांची है, को देखीय सनकार को 8-11-95 का प्राप्त हुआ था।

सिंख्या एत-29012/28/93--पार्ट आर (फिटिए)}

बी, एस, डेविड, डेस्क प्रोधधारी

New Delhi, the 20th November, 1995

S.O. 3258.—In pursuance of Section 17 of the Industrial Distances Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Bhabaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of MIs. Dungri Limestone Querry and their workmen, which has received by the Central Government on the 3-11 95.

[No. L-29012/38/93 IR(Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

INDUSTRIAL TRIBUNAL ORISSA : BHUBANESWAR PRESENT:

Sri P.K. Panigrahi, Presiding Officer, Industrial Tribunal, Orissa, Bhubaneswat.

INDUSTRIAL DISPUTE CASE No. 19 of 1994 (CENTRAL)
Dated, Bhubaneswar, the 16th October, 1995

BETWEEN

The management of M/s. Dungri Limestone Quarry, At(Po. Dungri, Dist : Bargarh.

.. First party-management.

AND

Their workmen Sil Sukmuni Karta, represented through Dungri Mines Labour Union, At/P.O. Dungri Dist. Bargarh.

... Second Party-workman.

APPEARANCES:

None-For both the parties.

ORDER

The dispute referred to by the Central Government in the Ministry of Labour (vide Notification No. L-29012]38[93 dated 2-5-94) for adjudication under clause (d) of sub-section (1) & sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) runs as follows:—

"Whether the allegation of the workman Sri Sukmumi Karta, Driver terminating his services by the management of M/s. S. K. Das & Co., Contractor Dungri Limestone Quarry w.e.f 1-10-91 was justified ? If not, to what relief the workman is entitled?"

- 2. Neither party chose to file statement of claim or written statement nor was any step taken to enter contest despite opportunities given by the Tribunal. The dispute cannot be settled in the absence of the parties. As the parties do not evince any interest to proceed with the case and in the absence of materials, I am constrained to hold that nothing temains pending for adjudication before this Fribual to which the dispute has been referred. So long as the dispute remains unsettled and the proceedings come to an end without adjudicating upon the dispute between the parties, there is no bar under the Indstrial Dispres Act whereby the Government is precluded from referring the dispute over again so that there might be an industrial adjudication of the dispute as contemplated by the said Act. Reliance is placed on the decision reported in Vol. 72(1991) C.L.T. 73.
 - 3. The reference is accordingly dispose of.

Dictated & corrected by me.

P. K. PANIGRAHI, Presiding Officer

नई दिल्ली, 21 नतम्बर, 1995

का.श्रा. 3259—श्रीश्रोणिक विवाद स्वितितृयम, 1947 (1947का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट दैंक के प्रबंधतंत्र के संबद्ध नियोजकों श्रीर उनके कर्मकारों के बीच, श्रन्त्रंध में निर्देश्य

आँद्योगिक विवाद में केन्द्रीय सरकार आँद्योगिक अधिकरण, नई दिल्ली के पंचपट की प्रकाणित करती है, जो केन्द्रीय सरकार की 20-11-95 की प्राप्त हम्रा था।

> [सन्धा एय-12012/211/93-श्राई ब्राप्ता] पी.जे. माईकिल. ब्रेस्क ब्राधिकारी

New Delhi, the 21st November, 1995

S.O. 3259.—In pursuance of Section 17 of the Industrial Disputes Ac, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of S.B.I. and their workmen, which was received by the Central Government on the 20-11-1995.

[No. L-12012]2; [193-LR.(B-J)] P. J. MICHAFL, Desk Officer

ANNEXURE

BFFORE SHRI GANPATI SHARMA, FRESIDING OFFICER, CENTRAL GOVT, INDUSTRIAL TRIBUNAL, NEW DELHI

I. D. No. 12/94

In the matter of dispute between :

Shri Sanjay s₁0 Shri Madan Gopal, r|0 House No. 469|70, Teliwara Matawali Gali, Azad Market, Delhi,

Versus

Zonal Manager. State Bank of India, 11, Sansad Marg, New Delhi-1.

APPEARANCES:

Shri Sanjay in person.

Shri Pawan Kumar for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. 1-12012[211]93-1.R. (B-I) dated 21-1-94 has referred the following industrial dispute to this Tribunal for adjudication:

"Whether the action of the management of State Bank of India in terminating the services of Sini Sanja; w.e.f. 2-12-92 is justified? If not, to what relief the workman concerned is entitled to?"

- 2. The workman made statement hat the management had colled him for interview on compensationate ground and he wanted to withdraw this dispute with the request that no dispute award may be given in this case.
- 3. In view of this statement of the workman no dispute award is given in this case leaving the parties to bear their own costs.

GANPATI SHARMA, Presiding Officer

6th October, 1995.

महे दिल्ली, 21 सबस्बर, 1995

या. आ. 3260-म्योद्यागिक विश्वाद प्रधिनियम, 1947 (1017 वर्ष 1र) की धारा 17के धनगरण में, केलीस सरकार भैनन है, सी, बास एण्ड कल्पनी (पी.) लि. क प्रबंधतंत्र के सबद्ध नियोजका सौर एनके क्मीकारों के बीच, ावबाद में ग्रोसंशिंगक श्रमबंध में निदिष्ट श्रीद्योगिक के पचपट को। प्रकाशित करती है, ग्रधिकरण अवस्थ्वर जो केन्द्रीय सरकार की 5-9-95 की प्राप्त हुया था।

> [भंधा: एल-38012/1/90-याई आर (भंबविध)] वी.एम. डेबिड, डैम्ब प्रधिकारो

New Delhi, the 21st November, 1995

S.O. 3260,- In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government publishes the Award of the Industrial Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. E. C. Bose and Co. (Paradip) Pvt. Ltd. and their workmen, which was received by the Central Government on the 5th September, 1995

> [No. L-38012/1/90-IR(Misc.)] B M. DAVID, Desk Officer

ANNEXURE

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR PRESENT:

Sri P. K. Panigrahi, S.J.S., Presiding Officer, Industrial Tribunal, Orissa, Bhubaneswar.

Industrial Dispute Case No. 8 of 1990 (Central)

Dated, Bhubaneswar, the 21st August, 1995

BETWEEN

The Management of M/s. E. C. Bose & Co. (Paradip)
(P) Ltd., 60, Madhuban Market Complex, P.O. Paradip Port, Cuttack-754142. First Party-management

AND

Their Workman Sri S. M. Amin-At: Ramakrishnapur,

P.O. Natkai, P.S. Salipur, Via: Nischintkoili,

Dist: Cuttack.

.... Second Party-workman.

APPEARANCES:

Sri A. K. Mohapatra, Advocate,-For the 1st Partymanagement.

Srl S. M. Amin-The second party-workman himself

AWARD.

After having formed an opinion that there exists an industrial dispute between the management of M/s. E. C. Bose and Co. (P) Ltd. at Paradip and Sri S. M. Amin, the Ex-Supervisor of the said company, the Central Government in exercise of the powers conferred by clause (d) of Sub-sections (1) and (2A) of Section 10 of the Industrial Disputes Act. 1947, have referred to this Tribunal the following dispute for adjudication:

"Whether the action of the management of M/s. E. C Bose and Co. (P) Ltd., Paradip Stevedores/Contractors in refusing employment to Sri S. M. Amin, Ex-Supervisor wied, 1-2 83 is justified? If not, to word rehef the workings is entitled?"

2. The long and stort of the dispute under reference may Le briedy stated as follows

The second party (workman) while in the employment of the first party (management) as a Supervisor met with an accident on 25 10-76 and in result became in capable of discharging his normal work. Thereupon he filed W.C. Case No. 35/78 before the Commissioner for Workmen's Compensation claiming a compensation of Rs. 58.280. The Commissioner arrived at the finding that the accident arose out of and in course of employment and did not accept the employer's plea that it was occasioned by the claimant's negligence. While diamissing the claim of Rs. 58.280 as ridiculous, the Commissioner held that the disability of the elaiment being of a permanent nature compensation of Rs. 9339 40 paise was just and fair besides Rs. 1,000 towards medical expenses. The Commissioner further required the employer to find out an alternate job which the claimant would be able to perform. Being aggrieved by the above order, the claimant (i.e., the concerned workman) carried the matter to the High Court in O.J.C. No. 335 81 which was disposed of on 21-1-85 with the following direction:

- " " * The Commissioner while refusing to any further compensation had clearly indicated that the employer should give him an alternate job. I sustain the direction and since the appellant (workman) has agreed to go back to his former job where he was getting Re. 240 per month, I direct that the appellant should go back to that job from 1st February, 1983. The appellant should be paid the appropriate salary payable to those who were drawing salary at the rate of Rs. 240 per month in 1976. The appellant had been paid around in 1976. The appellant had been paid around Rs. 10,000 by way of compensation. But that does not seem to be really adequate considering the nature of the injury and its consequence on the life of the appellant. I am inclined to direct that a further sum of Rs. 7,500 should be paid by way of compensation. The compensation amount be paid within one month from now to the appellant or deposited with the Compensation Commissioner for dichursing the same to the appellant within the disbursing the same to the appellant within the same period. The appeal is allowed and disposed of with the aforesaid directions. In the event of failure to pay the compensation as directed, the same may be recovered in accordance with law with interest at 10 per cent p.a. from today. In the event of the appellant not being provided the job as directed, the Compensation Commissioner can be moved again to suitably enhance the compensation."
- 3. It is worthwhile to note that in course of hearing of M.A. 335/81 the appellant had personally appeared whereupon the Court had observed in the judgment that his injured leg had still an oozing injury and appeared to have been permanently maimed and that the appellant monaged to walk with considerable difficulty. The appellant had also agreed before the Court that he was prepared to go back to duty if he was given a job which would not involve mevement or hard work.
- 4. Pursuant to the judgement in O.I.C. No. 335/81 though the additional compensation was paid in four instalments between 7-8-84 and 6-9-84. The concerned workman perhaps could not be provided with an alternate job by the management as directed. Hence, the workman again filed W.C. Case No. 1 of 1985 before the Commissioner for Workmen's Compensation claiming interest on the compensation amount, rejustatement or additional compensation in the event of failure on the part of the management to reinstate him. The management on the other hand pleaded before the Com-missioner that inspite of the latter of appointment issued to him the claimant was unwilling to join service and that on one prefer or the other he was bent upon making frivolous allocations against the management which was ready and willing to abide by the directions contained in O.J.C. No. 335/81. After recording evidence led by both parties and beginn in view the judement in O.J.C. No. 335/81 the Commissioner disposed of W.C. Case No. 1 of 1985 ca 27-3 87 with the direction as extracted hereunder:
 - "In the result, the application is allowed and the O. P. (management) is directed to pay to the applicant

- (nonlinear) a sum of Rs. 12,700/- (i.e., Rs. 7,700/-+ iii. 5,700/-) as decreased by me about within a period of thirty data from the date of publication of this mass. Addit, which the compensation amount shall refer the cent metest p.a. lesides attracting penal building. There shall be no claim to employment by the applicant in view of the above direction."
- as the workness before the High Court and finally in Misc. Appeal No. 175 of 1987 (disposed of on 10-11-88) the following order was passed:
 - 't wo told that he (the workman) has joined the service and order dated 3-10-88 indicates that the appellant (workman) has been allowed to join. Though Mr. Roy's contention that failure to reinstate for causes attributable to the workman would not entitle him to additional compensation has considerable weight, I am not inclined to interfere with the order directing payment of additional compensation by the employer on bumanitarian gound. After all the appellant has been disabled though partially. Having regard to the peculiar facts of this case, award of a couple of thousand- more than the workman deserved when the appellant had been out of the job for some years and has been reinstated also, should not agitate the employer. Hence, since strictly the appellant was not enabled to the additional compensation awarded by the Commissioner and especially when he has been reinstated now, I would decline to interfere in the appeal. If however, the petitioner (workman) is not allowed to render service or is not guid his wages, it shall be open to him to approach the appropriate authority for redress. Accordingly, both the appeal and cross appeal are dirmissed."
- 6. Indisoutably the workman joined service on 11-7-88 but shortly theoretics absented non-elf from duty, whereupon the management by its lifter duced 21-10-88 (Court Ext. V) required him to join immediately. In the said letter it was alleged by the management that the workman had absconded from Paradip since 25.9 83 without intimation and that be was either not available at the ate during working hours or when available was whiling away his time verbout performing the assigned flory. The letter concluded with the observation that the workman's plea of Court order and up on activities etc. were creating diffigulties for the management as also indiscinline amongst stall members. In reply the workman by his latter dated 28-10-28 (Court Ext. VI) denied the above allegations and asked for leave till 10-11-88 on ground of illness. It is revealed from the deposition of the vorkman (W.W. No. 1) that the reafter he reform to work as the management placed him under the direct control of a contractor. management treated the refusal an abandonment of work on the part of the worl man. As the deadlost continued the working a regala approached the Regional Commissioner claiming reinstatement and/or commensation in lieu thereof. The Regional Commissioner tried for a conciliation but in vain; hence the reference.
- 7. Before the Tribunal the workman has claimed reinstatement or in lum thereof compensation to the time of Rs. 6.70.780.82 paise. The management on the other hand has challenged the invisitation of the Tribunal to entertain the reference on the ground that the Regional Labour Commissioner has no locus standi to refer the dispute 11/5 10 of the Industrial Dienutes Act as M/s F C. Bose & Co. being registered under the Orissa Shops & Commercial Establishments Act comes within the jurisdiction of the District Lebour Officer Agastinglinus. It is further pleaded by the management that on cround of permanent disability the workman has already received the compensation awarded in his favour and that the compensation being in lieu of reinstatement he cannot raise any further dairy for reinstatement, far less compensation in lieu thereof.
- 8. The Tobunal while reserving the answer on the question of jurisdiction, passed an experte order in favour of the workman on the ground of absence of the management. There amon, the management challenged the legality of the Award in the High Court by films C 1C. No. 4270/93. Before the High Court be management taked the auestion of jurisdiction and pleaded that the reference was incompetent as the Central Government is not the appropriate authority so far as the

- the ent dispute is concerned. Finally, the exparte order was ter neade and the reference was remaited to the Tribunal with a direction to decide whether the reference made by the Central Covernment was competent. That is how the reference is before this Tribunal again for mesh adjudication.
- 9. The facts and circumstances narrated above are admitted and undisputed. For an effective adjudication of the reference three issues mainly arise for consideration, namely—(1) Whether the reterence is competent, (2) Whether the action of the romagement in refusing employment to the workman w.e.f. 1-2-83 is justified and (3) If the action of the management is not justified, to what relief the workman is entitled.
- 10. The workman has examined himself as W.W. No. I. On behalf of the management an executive of M/s. E. C. Bose and Co. has been examined as M.W. No. I. The documents reterred to in the preceding paragraphs have been exhibited by the parties on admission at various stages of the hearing. Since the overall position revealed by those documents is not in considerity cvm in the least, I do not consider it worthwhile to deal with them in greater detail.
- 11. As for the question of maintainability of the reference. there can hardly be any dispute that if the Union Government is not the appropriate authority to make the reference then the reference itself would be incompetent and consequently the Tribunal would not have any jurisdiction to decide the reference. In the above context, it is urged on behalf of the management that M/s. E. C. Bose & Co. has been registered as a Commercial Establishment by the District Labour Officer, Jagatsinghpur. In support of the above assertion, xerox copy of a registration certificate has been filed (Ext. A) which primaface shows that for the period from 1-1-92 to 1-1-95 the certificate has been renewed every year in favour of the management. Admittedly, the present dispute arose in 1976 on account of the accident. Management is silent as to whether the said company was ever registered as a Commercial Petablishment prior to 1-1-92 and especially for the year 1976. That apart, it is open to a registered establishment to indulge in various types of commercial activities, some of which may fall within the purview of the State Government while others may not. It is not in controversy that the management was carrying on the business of loading and unloading raw-matetrais at the Cargo Berths, which is undoubtedly a commercial activity within the jurisdiction of the Paradip Port Trust. While conceding the position that the workman met with the accident in the probibited area under the control of the Port Trust, the management still takes the plen that for the purpose of the present reference the Company is within the jurisdiction of the District Labour Officer, Jagatsinghour, pleas taken by the management appeared to be mutually contradictory. For certain purposes the litigating company may be a commercial establishment within the jurisdiction of the District Labour Officer, Incatsinghpur, but that does not by itself take away the jurisdiction of the Union Government in respect of certain activities e.g., loading & unloading cargo within the probibited Port area, which admittedly the com-nany included in. The workman met with the accident inside the Port area while discharging his duty at the Cargo Berth and the management has also paid the compensation unand singly. It is, therefore, futile to take the stand that the present reference which is made by the Union Government is legally incompetent. Certainly the State Government cannot assume jurisdiction u/s 10 of the Industrial Disputes Act to refer a dispute which agises within the Port area which for of purposes is under the direct control of the Centrel Go-vergment. I, therefore hold that the present reference is controlled and legally maintainable. Issue No. 1 is accordingly answered.
- 1? The next issue relates to the question whether the action of the management in refusing employment to the workman med 1.2-83 is instiffed. As already indicated, the workman was disabled by the accident which took place on 25-10-76 of the claim ended with O.L.C. No. 335/81 in which it was enterpolicitly observed that in the event of the claimant not being approximate the monoid to suitably enhance the compensation. Commissioner can be moved to suitably enhance the compensation. The first the workman nor the management has cared to lead any entitions before the Tribupal as to whether any atternate job was provided or not musuum to the Court's direction. The noteman takes the plea that he was refused

employment while the management takes the plea that the workman abandoned work. Be that as it may, the workman again filed W. C. Case No. 1 of 1985 before the Compensation Commissioner which was disposed of on 27-3-87 with a clear direction that the management should pay Rs. 12,700/clear direction that the management should pay Rs. 12,700/to the workman by way of compensation and that in view of the above direction the workman shall not claim employment any further. Not being satisfied with the above order, the workman again filed M.A. No. 175/87 before the High Court which was disposed of on 10-11-88. During the pendency of the Misc, appeal, the workman being directed by the Court joined service on 11-7-88 but shortly thereafter he absented himself from duty without intimation. On being asked by the management to resume duty he took the plea of illness and wanted leave till 10-11-88. Before the Tribunal however, the workman took the plea that he refused to work however, the workman took the plea that he refused to work as the management placed him under the control of a contractor. It is noteworthy that in M.A. 175/87 the Court found that the additional compensation awarded in W.C. Case No. 1/85 was adequate and did not warrant interference. However, after taking into consideration the fact that the workman had since been reinstated the Court dismissed the appeal but on humanetarian ground observed that if the workman is not allowed to render service or is not paid his wages it shall be open to him to approach the appropriate authority for redress. It has to be appreciated that the management was required by the Compensation Commissioner in the first instance as also by the Honble Court later on to provide an alternate job to the workman in order to enable him to eke out his livelihood. The management, infact, provided an afternate job which the workman for no convincing reason refused to accept. On the plea of illness he continued to remain absent from duty but again sued the management for additional compensation on the ground of refusal of employment. Again before the Tribunal he started complaining that he refused to accept the job offered by the management as it was under the supervision of a certain contractor. As it appears the workman, though disabled, wants a job entirely of his choice. On the other hand, the management provided an alternate job but not one of the seeking of the workman. The management cannot possibly be expected to find-out an alternate job which does not exist in its establishment. In my ominion the workman has travelled too far to cash in on his disability and in that process has created a situation which has become impossible of solution.

13. In the implementation of industrial law humanitarian consideration certainly has a role to play but I doubt whether that concept can be stretched so far as to paralyse industrial peace and harmony. The concerned workman after having abandoned the alternate job offered by the management goes on complaining of non-reinstatement. Since it is not a case of refusal of employment by the management, the question of any further compensation does not arise. Admittedly, the management has already paid Rs. 35,200/- to the workman in obedience to Court's orders on different occasions. I, therefore, hold that the workman's allegation of refusal of employment by the management is ill-founded and that he is not en-

ment by the management is in-rounded and that he is not entitled to any further compensation on ground of non-employment. Issue No. 2 is accordingly answered.

14. Coming to the question of relief, however, considering the nature of the injury and its consequence on the future of the workman as also the expenditure incurred by the workman by protracting the litigation. I direct the management the realization of the considering the realization of the realization of the realization. ment to pay to the workman a consolidated sum of Rs. 7,000/-(Rupees Seven thousand) towards litigation expenses and thereby put an end to this decade-long controversy once for all.

Issue No. 3 is accordingly auswered.

15. In conclusion, I hold that the reference is maintainable; that the management has not refused employment but the workman has abandoned the job offered to him on flimsy pretexts and that payment of Rs. 7,000/- towards litigation expenses by the management would meet the ends of justice, The management is directed to pay to the workman Rs. 7,000 within one month from the date of publication of the Award failing which the amount shall carry interest at the rate of 12 per cont per annum.

The reference is answered accordingly. Dictated and corrected by me.

P. K. PANIGRAHI, Presiding Officer

नई दिल्ली, 21 नवम्बर, 1995

का.श्रा. 3261-- ग्रौद्योगिक विवाद ग्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्रीय भण्डारण निगम के प्रबंधतंत्र के संबद्ध नियोजकों श्रीर उनके कर्मकारों के बीच, श्रनुबंध में निर्दिष्ट औद्यांगिक विवाद में केन्द्रीय सरकार श्रीद्योगिक श्रीधकरण, नई दिल्ली के पंचपट को प्रकाशित करती है जी केन्द्रीय सरकार को 20-11-95 को प्राप्त हुआ था।

> [संख्या एत-42012/3/93-ग्राई ग्रार (विविध)] बी.एम. डेविड, डेस्क प्रधिकारी

New Delhi, the 21st November, 1995

S.O. 3261.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Warehousing Corporation and their workmen, which has received by the Central Government on the 20th November, 1995.

> [No. L-42010/3/93-IR(Misc.)] B. M. DAVID, Desk Officer **ANNEXURE**

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 14/94

In the matter of dispute between a

Shri Raj Kumar through Vice President, CWC, Employees Union, Lucknow Unit.

Versus

The Regional Manager, Central Ware Housing Corporation. Lucknow.

APPEARANCES:

Shri R. P. Goel-for the workman.

Shri J. P. Yadav-for the management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-42012/3/93-IR (Misc.) dated 20th January, 1994 has referred the following industrial dispute to this Tribunal for adjudication:

"Whether the action of the management of Central Warehousing Corporation in not regularising the services of Shri Raj Kumar s/o Shri Prithvi Chand, daily-rated Chowkidar, is legal and justified? If not, to wnat relief the workman is entitled to and from what date?"

2. The parties have reached at a settlement and they have made statement that the management has decided to regularise the services of the workman vide order No. CWC/X-2/Rectt, dated 8th August, 1995. The copy of that order is enclosed herewith and both the parties have prayed for giving a no dispute award as no dispute exist between the parties. In view of this situation no dispute exists between the parties and as such no dispute award is given in this case leaving the parties to bear their own costs.

11th September, 1995.

GANPATI SHARMA, Presiding Officer

21-8-95 2889 GI|95-6 नई दिल्ही. 21 नवम्दर, 1995

का . आ . 3262 .- श्री खंभीका विवाद सधि सिमम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरतार भारत पैटालियम कापेरिशन लि. के संबद्ध नियोजको और उनके धर्मदारों के बीच, अनुबंध में निर्दिण्ट श्रीदांगिक विवाद में, श्राद्योगिक अधिकरण, श्रहमदाबाद के पंजपट को प्रकाशित करती है, जो केन्द्रीय सर्गर को 21-11-95 को प्राप्त हम्रा था।

[संख्या एल-20012/19/92-आई प्रार (विविध) (कीस-I)] यज मोहन, डैन्स अधियानी

New Delhi, the 21st November, 1995

S.O. 3262.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Petroleum Corporation Ltd. and their workmen, which was received by the Contral Government on 21st November, 1995.

> [No. L-30012/19/92-IR (Misc.)/(Coal-I)] BRAJ MOHAN, Desk Officer

ANNEXURE

BEFORE SHRI H. D. PANDYA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, AIMEDABAD

Reference (ITC) No. 24 of 1993 ADJUDICATION

BETWEEN

Bharat Petroleum Corporation Ltd., Ahmedabad.

AND

The workmen employed under it.

In the matter of dismissal of Shri Markand Jayantilal Badheka w.e.f. 9th July, 1991,

APPEARANCES:

Shri B. R. Gupta, Advocate—for the Corporation. None-for the workmen.

AWARD

This industrial dispute between Ahmedabad Municipal Corporation, Ahmedahad and the workmen employed under the third been referred for adjudication to the Industrial Tribunal under section 10(1)(d) and 2(A) of the Industrial Disputes Act, 1947 by the Desk Officer, Government of India, Ministry of Labour, New Delhi's Order No. L-30012/19/92-JR (Misc.) dated 15th June, 1993 and subsequently transferred to me by appropriate Government order.

2. The matter was adjourned from time to time to enable the workman to lead evidence. However, the workman did not remain present. Finally, the matter was fixed today but the workman was not cresent when called out. Hence, the reference is dismissed. No order as to costs.

Sd /-

SECRETARY,

Ahmedahad, 20th September, 1995.

H. D. PANDYA, Presiding Officer

नर्ड दिल्ली, 21 नवस्थर, 1995

का. प्रा. 3263.—प्रौद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के धनसरण में, केन्द्रीय

The state of the s सरहार भारत सरहार प्रैम के अवंधतंत्र के संबद्ध नियोजकों म्रीर उन्हें कर्मवारों के बीच, प्रन्बंध में निर्दिष्ट आर्खांगक विवाद में केन्द्रीय संरकार अधिर्धाणक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित कपती है, जो केन्द्रीय सरकार की 20-11-95 की प्राप्त हुमा था।

> [सङ्गा एल-16011/2/93-आई मार (डी य)] के, बो, बी, उन्ती, डैस्या शाधकारी

New Delhi, the 21st November, 1995

S.O. 3263.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government he.eby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employer, in relation to the management of Government of India Press and their workmen, which was received by the Central Government on 20th November, 1995.

> [No. L-16011/2/93-IR/DU)] K. V. B. UNNY, Desk Officer ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

LD. No. 58/93

In the matter of dispute between:

S/Shri O. P. Sood, Tech. Asstts. of Mohinder Pal (Photo Litho Unit) C. J. Baggal Government of India Press, Ram Dayal Minto Road, New Delhi V. K. Sharma, S. G. Goswami through General Secretary, Government of India Press Workers Union, Minto Road, New Delhi.

Versus

Union of India through The Director, Directorate of Printing, Nirman Bhawan, New Delhi.

APPEARANCES:

None-for the parties.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-16011/2,93-IR(DU) dated 26th August, 1993 has referred the following industrial dispute to this Tribunal for adjudication:

"Whether the Director, Directorate of Printing, Nirman Bhawan, New Delhi was justified in rot implementing the revised pay scale of 8/Shri O, P. Sood, Mahender Pal and Charanjeet Bugal, Technical Asstts. (Varityne) from Rs. 1320—2010 to 1400—2300 in pursuance of the Ministry of Finance, Department of Expenditure O.M. No. 36(1)-IC-87 dated 31st October, 1989? If not, what relief the workmen concerned are entitled to?"

2. The case was called many times but none appeared on behalf of the nortics. Neither any body was present on 7th Anenst, 1905. 8th June 1995, 4th May, 1995 and 33rd March, 1995. In view of nobody appearing in this case a No diemite award is given in this case lawing the parties to hear their own costs,

9th October, 1995.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 22 नवम्बर, 1995

का . था . 3364 --- प्रौद्योगिक विवाद ग्रिधिनयम, 1947 (1947 का 14) की घारा 17 के धन्सरण में, केन्द्रीय सरकार डाक विमाग के प्रबंधतंत के संबद्ध नियोजकों श्रीर उनके कर्मकारा के बोच, अनुबंध में निर्दिण्ट श्रीद्यांगिक विवाद में केन्द्रीय सरकार श्रीद्योगिक श्रीद्यंतरण, जबलपुर के पंचपट की प्रकाशित करती है, जो जेन्द्रीय सरकार को 21-11-95 को प्रान्त हुआ था।

[संख्या एल.-40012/157/91-आईम्रार(डी यू] के.बी. बो. उन्ती, ईस्क मधिकारी

New Delhi, the 22nd November, 1995

S.O. 3264.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government Agreey publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Post and their workmen, which was received by the Central Government on 21-11-1993.

[No. L-40012/157/91-IR(DU)] K. V. B. UNNY, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRI-BUNAL-CUM-LABOUR COURT, JABALPUR (M.P.) Case Ref. No. CGIT/LC(R)(4)/1992

BETWEEN

Snri Kamal Sai, Extra Departmental Mail Carrier C/o Shri M. L. Jain, Sceretary, AITUC Shahdel (MP)-484001.

AND

The Sub-Divisional Inspector of Post Offices, Ambikapur Sub-Division, Ambikapur, District Surguja (MP)-494001.

PRESIDED IN:

By Shri Arvind Kumar Awasthy.

APPEARANCES:

For workman—Shri A. K. Pathak, Advocate. For management—Shri A. K. Shukla, Advocate.

INDUSTRY : P&T.

DISTRICT: Surgaja (MP)

AWARD

Dated, October 9, 1995

'This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-40012/157/91-IR(DU) dated 23rd January, 1992, for adjudication of the following industrial dispute:—

SCHEDULE

- "Whether the action of the Sub-Divisional Inspector of Post Offices, Sub-Division, Ambikapur, District Surguja, in dismissing Shri Kamal Sai, bytra Departmental Mail Carrier from services w.c.f. 13th January, 1987 is justified? If not, what relief he is entitled to?"
- 2. Notices were sent to the parties on 27th January, 1992 and since then inspite of the repeated notices to the workman, the workman has not appeared. Management has prayed to pass a no dispute award. The workman has not filed he doet nents nor rejoinder. Consequently, it is clear that he workman is not interested in pursuing the matter. No dispute award is hereby passed. No order as to costs.

ARVIND KUMAR AWASTHY, Prosiding Offices

नई दिल्ली, 22 नवस्त्रर, 1995

का. आ. 3265 .— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दिन्द्यन इंस्टीच्यूट ऑफ हैंण्डनूम टैकनोलाजी के प्रवन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाणित करनी है, जो केन्द्रीय सरकार को 21 नयम्बर 1995 को प्राप्त हुआ था।

[संख्या एल-42012/180/94--आई आर (डी.यू.)] के. वी. बी. ज्ञो. डैस्क अधिकारी

New Delhi, the 22nd November, 1995

S.O. 3255.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government bereby publishes the award of the Cen'ral Government Industrial Tribunal Kanpur as shown in the Annexu'e, in the Industrial dispute between the employers in relation to the management of Indian Institu'e of Handloom Technology and their word, men, which was received by the Cent at Government on 21-11-95.

[No. L-42012/180/94-IR (DU)] K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABGUR COURT PANDU NAGAR KANPUR

Industrial Dispute No. 108 of 1995

In the matter of dispute between -

Sri Rajesh Kumar Gupta, D. 47-21 Ramapura, Varanasi,

AND

The Director, India n Institute of Handloom Technology, Chaowkaghat Varanasi.

AWARD

- 1. Central Government, Ministry of Labour, vide its notification No. 1.42012[180[94-1R (DU) dated 4-8-95 has referred the following dispute for adjudication :—
 - Whether the action of the management of Indian Institute of Handloom Technology, Varan si, in terminaling the services of Sri Rajesh Kumar Grepta LDC w.e.f. 24-4-90 vide this order No. IHT (EST) P-143/1611 dt. 24-4-90 is proper, legal and justified. If not to what relief the workman is entitled to?
- 2. In the instant case despite issue of notice neither the workman appeared nor has filed its statement of claim. It therefore appears that the concerned workman is not interested in prosecuting its case.
- 3. As such reference is answered in the affirmative for want of pleadings holding that the concerned workman is entitled to no relief.
 - 4. Reference is answered accordingly.
 - B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 22 नवम्बर, 1995

का.श्रा. 3266 — औद्योगिक विवाद ग्रधितियम, 1947 (1947 का 14) की धारा 17 के ग्रनुसरण में, केन्द्रीय सरकार टेलीग्राफ विभाग के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, ग्रनुबंध में निर्विष्ट औद्योगिक विवाद में केन्द्रीय सरकार आद्योगिक ग्रधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21/11/95 को प्राप्त हम्रा था।

[संख्या एल. - 40012/30/90--आई आर (डी.सू.)] के. बी.बी. उन्नी, डैस्क मधिकारी

New Delhi, the 22nd November, 1995

S.O. 3266.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Kanpur as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Telegraph Deptt. and their workmen, which was received by the Central Government on 21-11-95.

[No. L-40012/30/90-IR (DU)] K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTIAL TRIBUNAL-CUM-LABOUR COURT PANDU NAGAR KANPUR

Industrial Dispute No. 280 of 1990 In the matter of dispute between:

Shiv Prasad, So. of Sri Shiv Sahai, Ro. 252/10 Shastri Nagar, Kanpur.

AND

Upmandal Adhikari Tar Dak Avam Tar Vibhag, Upmandal Jagjit Nagar, Mainpuri.

AWARD

1. Central Government, Ministry of Labour, vide its nott-fication No. L-40012|30|90|I.R. DU dt. 30-11-90 has referred the following dispute for adjudication to this Tribunal:—

Whether the action of the management of sub Div. Officer Telegraph, Deptt. of Telegraphs, Jagit Nagar Division, Mainpuri in term nating the services of Sri Shi Prasad w.e.f. 12-8-87 is justified? If not to what relef the concerned workman is entitled to?

- 2. The concerned workman Shiv Prasad in his statement of claim has alleged that he was appointed as labour on 15-7-83 with Sub Divisional Officer Telegraph. He continued to work upto 16-11-84. In this way he had rendered continuous service for 524 days. Thereafter he was ceased. He was again appointed on 23xd September, 1986 and worked there upto 11th August, 1987 continuously. From 12-8-87 the employer again stopped taking work from which amounts retrenchment. It is alleged that as in retrenchment compensation and notice pay was given to the concerned workman be reinstated in service as retrenchment is bad in law.
- 3. The opposite party in its written statement dt. 1-12-92 has admitted that concerned workman had worked from

- 23 6-86 to 11-8-87 continuously as labour. Thereafter regular labourers were sent to work in this Division, hence the concerned workman was sent back to his parent Unit i.e. S.D.O. (T) Mainpuri.
- 4. Thus from the pleadings of the parties it becomes clear that atleast the concerned workman had continuously worked from 23-9-86 to 11-8-87 of which the total number of days are 323 in a calendar year. In view of this admitted fact it is unnecessary to refer documents and evidence adduced by the concerned workman. It is not disputed by the department that no notice pay or retrenchment compensation was given as such manifestly there has been breach of section 25F of LD. Act in as much as notice pay and retrenchment compensation was not given. As such termination of the concerned workman from service is not justified.
- 5. Consequently the concerned vorkman is entitled for reinstatement with back wages. The concerned workman shall also get Rs. 100 as costs of the case.
 - 6. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 22 नवम्बर, 1995

ना. ग्रा. 3267---- ऑहोगिक विवाद ग्रिधिनियम, 1947 (1847 का 14) की धारा 17 के ग्रनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रवन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, ग्रनुबंध में निर्दिष्ट आंखोगिक विवाद में केन्द्रीय सरकार आंधोगिक ग्रिधिकरण, जवलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार का 21-11-95 को प्राप्त हुआ था।

[संख्या एल.-40012/188/91-म्बाई.म्बार. (डी.यू.)] के. वी. बी., उन्नी, डैस्क म्बधिकारी

New Delhi, the 22nd November, 1995

S.O. 3267.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Telecom Deptt. and their workmen, which was received by the Central Government on 21st November, 1995.

[No. L-40012/188/91-IR(DU)] K. V. B. UNNY, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)

Case Ref. No. CGIT/LC(R)(103)/1992

BETWEEN

Shri Pre Prakash Dubey C/o Shri Parasnath Oza, SIO, Telephone Exchange, Gondia (MS)-441601.

AND

The General Manager (Telecommunication) Railway Electrification Project Circle, 300-B, Heessey Road, Civil Lines, Nagpur (MS)-440001.

PRESIDED IN: By Shri Arvind Kumar Awasthy. APPEARANCES:

For Workman— Ku Sulekha Kumbhare. Advocate. For Management—None.

INDUSTRY: Rly. Electrification.

DISTRICT: Gondia (MS)

AWARD

Dated, 31st October, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-40012/188/91-IR(DU) dated 4th June, 1992, for adjudication of the following industrial dispute:

SCHEDULE

- "Whether the action of the management of General Manager (Telecommunication), R.E. Project Circle, Nagpur in laying off Shri Pre Prakash Dubey indefinately and also not including his name in the seniority list is legal and justified? If not, what relief he is entitled to?"
- 2. The case of the workman is that he was working since 1987-88 as Casual Labour in Railway Electrification, Nagpur, on payment on Rs. 32.50 p. per day and that his services were illegally terminated with effect from 1st July, 1989 without paying retrenchment compensation and the required notice was not given. The workman has prayed that as he has completed work for more than 240 days he be reinstated with full back wages.
- 3. Inspite of the registered notice issued and served to the workman, the workman has not appeared to prove his case. It is clear that the parties are not interested in pursuing the dispute. No dispute award is hereby passed. No order as to costs.

ARVIND KUMAR AWASTHY. Presiding Officer नई दिल्ली, 22 नवस्वर, 1995

का. था. 3268 .— अंबोगिक विवाद ग्रिधिनियम'
1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सैन्ट्रल बैंक ऑफ इंडिया, आगरा के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक श्रिध-करण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-11-95 को प्राप्त हुआ था।

[संख्या एल.-12012/145/95/प्राई.प्रार.को. 2 भी.जो. माईकल, ईस्क प्रधिकारी

New Delhi, the 22nd November, 1995

S.O. 3268.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India, Agra and their workmen, which was received by the Central Government on 21-11-1995.

[No. L-12012|145|95-IR(B2)] P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, KANPUR. Industrial Dispute No. 103 of 1995

In the matter of dispute between

President, Central Bank Employees Congress 28/299, Gokulpura, Agra.

AND

Regional Manager Central Bank of India Belengani, Agra.

AWARD:

- 1. Central Government, Ministry of Labour vide its notification No. L-12012|145|95-I.R. B-2 dated 25-8-95 has referred the following dispute for adjudication to this Tribunal:—
 - "Whether the demand of the Central Bank Employees' Congress (UP) Lucknow on the management of Central Bank of India, Agra for appointment of Smt. Kailo Devi Part-time Safai Karamchari as full time Sweeper on full-scale wages justified? If so what relief is the said workman entitled to and from which date?"
- 2. In the instant case despite issue of notice neither the workman appeared nor has filed its statement of claim. It therefore, appears that the concerned workman is not interested in prosecuting its case.
- 3. As such reference is answerred in affirmative for want of pleadings holding that the concerned workman is entitled to no relief.
 - 4. Reference is answered accordingly.
 - B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 22 नथम्बर, 1995

का.आ. 3269 .--आंबोगिक विवाद भ्रोधिनियम, 1947 (1947 का 14) की धारा 17 के भ्रनुसरण में, केन्द्रीय सरागर सैन्ट्रल बक ऑफ इंडिया के प्रबंधनंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, शनुबंध में निर्दिष्ट अँखोगिक विवाद में, केन्द्रीय सरकार औद्योगिक प्रधिकरण, नं. 2, वम्यई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-11-95 को प्राप्त हुआ था।

[संख्या एल.-12012/309/92/ग्राई.ग्रार.बी. 2] पी. जे. माईकल, डैस्क ग्राधिकारी

New Delhi, the 22nd November, 1995

S.O. 3269.—In pursuance of Section 17 of the industrial Disputes Act, 1947 (14 of 1947), the

Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Bombay as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workmen, which was received by the Central Government on 21-11-1995.

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[No. L-12012|309|92-IR(B-II)] P. J. MICHAEL, Desk Officer

ANNEXURE

EFORE THE CENTRAL GOVERNMENT ENDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT

SHRI S. B. PANSE PRESIDING OFFICER

REFERENCE NO. CGIT-2|16 OF 1993.

EMPLOYERS IN RELATION TO THE MAN-AGEMENT OF CENTRAL BANK OF INDIA

AND

THEIR WORKMEN

APPEARANCES:

For the employer: Mrs. Vidya G. Wagle, Representative.

For the workmen: Mr. A. H. Shenoy, Representative.

Bombay, dated 8th November, 1995

AWARD

The Government of India, Ministry of Labour by its letter dated 16-2-1993 No. L-12012|309|92-1R B-2 had referred to the following industrial dispute for adjudication.

SCHEDULE

- "Whether the demand of Central Bank Workers Organisation that Shri N. C. Shukla should be paid special allowance for dong the job of AC Operator is justified? If so, what relief the workman is entitled to?"
- 2. Shri N. C. Shukla was appointed with the Jentral Bank of India on 6-4-1983. His appointment was an Air-Condition Operator in a clerical radre. He is required to perform duties which of risky nature as well as skilled one.
- 3. The workman through its organisation denanded that he should be paid a special allowance s Air-Condition Operator. But the management rjected the demand. It is aver that in the same

department the helpers in the subordinate staff category who are helping Air-Condition. Operator Mechanic while on work are entitled and drawing the special allowance to the tune of Rs. 276 per ments. While the Operator who physically attending the repair work is not getting any kind of special allowance.

- 4. The union contended that a claim with the management for granting special allowance to Shukla, was rejected, on the ground that the Awards or the Bipartite Settlement do not include such a special allowance. It is submitted that the reasons given by the management are not correct. The view which is taken in the Shastri Award should have been considered while granting special allowance to Shukla. It is mentioned therein that the special allowance for special duties performed should be given. It is submitted as and when new duties are required to perform by the clerical cadre, the allowances were finalised by the respective Bank industry level. It is so done at the time of encoder machine operator allowance. Under such circumstances it is prayed it may be declared that the action of the management of not granting the special allowance to the Air-Condition Operator Mechanic is not justified. It is also prayed that the management may be directed to grant special allowance to Shri N.C. Shukla from the date of his appointment that 6-4-1993 with other relief.
- 5. The management resisted the claim by their written statement (Exhibit '4'). It is contended that there is no merit in the reference. It is because the appointment letter of Mr. Shukla specifically speaks his terms of appointment. In view of it he cannot claim any special allowance. It is further submitted that the services of the awarded staff are governed by the Shastri award, Desai award and by Bipartite Settlement. They do not provide any special allowance for Air-Condition Operator Mechanic. Under such circumstances the claim of Shukla deserved to be rejected. It is pleaded that the Air-Condition Opeartor cannot compare with encoder machine operator. It is submitted that the management pays special allowance to the categories mentioned in the two awards and by Bipartite Settlements. It is prayed that under such circumstances the reference may be answered in favour of the management.
- 6. The Union has filed rejoinder at Exhibit-5 and reiterated the claim which they had taken in the statement of claim.
- 7. The issues that fall for my consideration and my findings thereon are as follows:—

ISSUES

FINDINGS

 Whether the demand of the Central Bank of India

No

Workers Organisation that Shri N. C. Shukla should be paid special allowance for doing the job of AC Operator is justified?

2. If so, what relief the Does not workman is entitled to? survive.

REASONS:

- 7. N. C. ShuHa (Exhibit-9) affirmed as per the statement of claim. As against that G.M. Arya (Exhibit-10) the Officer of the Central Bank of India affirmed for the management.
- 8. There was an advertisement for mass recruitment in 20 Nationalised Banks. It was issued on 2nd of February (Exhibit 1|2). Shukla filed an application for getting a post in clerical cadre. He was sent letter of interview dated 10-11-1982 (Exhibit 8|2). Thereafter Bank Service Recruitment Board sent a letter of allotment to the workman dated 19-3-1983 (Exhibit 8|3). He was then given an appointment letter dated April 6, 1983 (Exhibit 8|4).
- 9. The appointment letter clearly mentioned that the board offer him the post of Air-Condition Operator in the Bank and then had narrated the terms and conditions. It had given a basic pay and the increment thereon. But this offer no where referred to any special allowance to be paid to the worker. The management tried to emphasize on this point stating that there is no condition to that effect. The worker is not entitled to claim the special allowance. I find substance in it.
- 10. It is tried to argue on behalf of the management that in Shastri award and in Bipartite Settlement there is no provision for guaranteeing the special allowance to the Air-Condition Operator Mechanic. This position is not disputed by Shukla. In the cross-examination he had affirmed that in Settlement there is no clause for granting special allowance to his post. He had clarified the position by stating that his department is introduced recently that in 1973. But it can be seen that thereafter also there were by Bipartite Settlement and there is no mention of granting special allowance to a post of Air-Condition Operator. He had admitted this position by saying that in 6th Bipartite Settlement there is no mention of granting special allowance to his post. What is tried to arrued on behalf of the Union is that the post of Air-Condition Operator requires a skill work and is of a risky nature. It is not in dispute that the worker is require to do such a type of work while doing this job as Air-Condition Operator. The Union placed reliance on paragraph 5.220 which deals

with special allowance in Desai Award. It states "5.220. Under the scheme of the Sastry Award separate scales of pay have been provided for members of the clerical staff and members of the subordinate staff. Among the members of the clerical staff and of the subordinate staff there are various categories of workmen. Wage differentials have been provided for different categories of workmen falling within the aforesaid two broad classes by special allowances. In paragraph 162 of its award the Sastry Tribunal has observed that it was but right that persons with special qualifications or skill required for discharging work carrying with it greater responsibility than routine work should have higher emoluments than an ordinary workman. The Sastry Tribunal further proceeded to observe that there were three ways by which this extra payment may be provided for (1) the emplovee may be given additional increments in the same scale; (2) he may be paid a lump sum allowance in addition to his other emoluments or (3) he may be given a higher scale leading up to a higher maximum. The Sastiv Tribunal considered that on the whole it was better to adopt either the first or the second method or sometimes even a combination of both. Before the Sastry Tribunal the workmen were opposed to the idea of having more than one scale. While the banks preferred two scales of pay, but had no objection to one scale. The Sastry Tribunal observed that though primarily its inclination was to provide a different and higher scale, it considered it simpler on the whole to solve the problem by providing for a lump sum allowance called 'special allowance' in each of such cases where it considered the same was called for except in the case of graduates and banking diploma holders for whom additional increments were provided. The Sastry Tribunal was at pains to point out that what it was providing was only a minimum, and that in the case of big banks and particularly in their important offices it may be proper and desirable that the incumbents of such offices should be allowed more than what had been prescribed. The Sastry Tribunal stated that it was not feasible for diverse conditions obtaining in various branches of the honks where the volume of work differed to a considerable extent."

11. The union further contended that the subordinate staff in the same department were helping the Air-Condition Operator while on work
are being paid the special allowance to the tune
of Rs. 529|-pm + D.A. thereon as per 6th Bipartite Settlement dt. 14-2-1995. It can be seen that
the 6th Bipartite Settlement had taken into consideration the working of an Air-Condition
Operator. It is, therefore, it had granted
the special allowance to the helper. If
really they wanted to give a special allowance to Air-Condition Operator they could
have mention at that time only. There is no re-

cord to show that such allowance is paid to any other banking industry. It can be further seen that Desai award had considered the matter for granting the special allowance to the Air-Condition Operator and had come to the conclusion that they are not entitle to get it. It is argued on behalf of the Union that while rejecting the claim it is mentioned in Desai Award that the nature of duties which were carried out by the Air-Condition Operator does not require any skill work. They have adduced evidence before me to the effect that the work which is carried out by the Air-Condition Operator is of a skill nature and therefore the special allowance may be granted. other words the Union wants me to sit as an Appellate authority to the Desai Award which I cannot. On this ground also the claim of the Union deserves to be rejected.

12. For all these reason I record my findings on the issues in the negative and pass the following order.

ORDER

- 1. The demand of the Central Bauk Workers Organisation that Shri N. C. Shukla should be paid special allowance for doing the job of AC Operator is not justified.
 - 2. No order as to cost.

S. B. PANSE, Presiding Officer

नई दिल्ली, 22 नवम्बर, 1995

का. श्रा. 3270 — औद्योगिक विवाद श्रिधिनियम, 1947 (1947 का 14) की धारा 17 के श्रनुसरण में, केन्द्रीय सरकार सैन्ट्रल बैंक ऑफ इंडिया, प्रभृतसर के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, श्रनुबंध में निर्दिष्ट ओद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक श्रिधिकरण, कण्डीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-11-95 को प्राप्त हुआ था।

[संख्या ग्ल-12012/277/38/दी--2-ऐ/-आई. आर. बी. 2] पी. जे. माईकल, डैस्क प्रधिकारी

New Delhi, the 22nd November, 1995

S.O. 3270.—In pursuance of Section 17 of the Industrial Disputes Act. 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workmen, which was received by the Central Government on 21-11-1995.

[No. 12012|277|88-D-2(A)|TR(B-II)] P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SHRI S. R. BANSAL, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No., ID 32|87

Ram Paul Vs. Bhakra Beas Management Board

For the workman: R. K. Singh For the management: Shri C. Lal

AWARD

Dated. 3rd November, 1995

In exercise of the powers conferred by clause 'D' of Sub Section I and sub Section 2(a) of Section 10 of the Industrial Disputes Act 1947 (for short called as the Act), the central Govt. referred the dispute between the workman Ram Paul son of Shri Kishan Chand unskilled mazdoor and the Executive Engineer, Township Divn, Bhakra Dam Nangal Township, in their Township Division at Nangal township, Bhakra Dam, District Repar to this court for adjudication vide letter bearing No. L-42012[92[86-D.II(B)] dated 21st May 1987:

"Whether the action of the management of Bhakra Beas Management Board in terminating the services of Shri Ram Paul Son of Shri Kishan Chand unskilled Mazdoor in their township division at Nangal Township w.e.f. 21-9-95 is just and legal? If not to what relief is the worker entitled to and from what date?"

On recepit of the reference, notices were issued to the workman as well as to the management. The workman appeared and submitted his statement of claim, demanding his reinstatement with continuity of service and backwages and other consequential benefits. The management in the written statement filed contested the allegations

The case of the workman is that he was engaged on daily wage skilled mazdoor w.e.f. 6-10-1984 in the repairing work of the Township division and remained continuously employed there till 20-9-85. It is alleged that on 20-9-85 at the end of the shift, he was called by the junior engineer H. C. Nanda who told him not to come on duty from tomorrow i.e. 21-9-85. According to the workman, he had rendered more than 240 days of continuous service with the management and his termination is illegal and also unfair labour practice. It is alleged that no prior notice was given nor any retrenchment compensation was paid. Similarly no intimation on Form-P as required under Rule 76 of the Central Industrial Disputes Rules, 1957 was given to the prescribed authority. Juniors were retained and fresh recruitments were made.

The management admitted that the workman was engage as unskilled mazdoor on 6-10-1984 on temporary work lasting for a short duration. The plea however raised is that the workman himself did not turn up of his own to work w.e.f. 21-9-1985 and that he did not work for a period of 240 days continuously in period preceding 12 months of his alleged date of termination. Other allegations were denided. It was pleaded his services were never terminated. It was pleaded by way of preliminary objection that the reference made by the Central Govt. is not maintainable as the mater is already pending adjudication in a writ jurisdiction before the hon'able High Court, It was also pleaded that there exist no dispute between the workman and the management nor there is any apprehension of any such dispute.

The workman also submitted his replication controverting the allgegations of the management as made in the written statement and reiterated his earlier pleas of the claim statement.

The workman was called upon to submit his affidavit. He submitted his affidavit Ex. W1 and was cross-examined and admitted during crossexamination that he did not visit the place of work after 21-9-1985. He further admitted that he has been offered regular appointment by the management vide appointment letter Ex. M- dt. 24-2-92. The management tendered into evidence affidavit Ex. M2 of Shri Bachan Singh SDO, Admn. and Accounts B.C. and Township Divn. BBMB Nangal. The said Bachan Singh was produced as MW1. He proved his affidavit Ex. M2 and also produced Ex-M3, the copy of instructions containing the policy framed by the management in pursuation of the directions issued by the Hon'ble Himachal Pradesh High Court in Ram Piari's case. As noticed above, Shri Bachan Sngh SDO Admn. and Accounts B.C. and Township Divn. Nangal Township has appeared and produced his affidavit Ex. M2; the persual of para No. 5 of his affidavit shows that the workman was re-employed during September 1991 and his services were regularised as helper vide letter No. 747-49 dated 24-2-1992, Ex. M1. The relief of reinstatement of the workman to the service is no longer infact an issue now. It is admitted position on the record that the workman worked for the period from October 1984 to 20-9-85 MW1 Bachan Singh has given the break up of the days for which the workman have worked during this period in his cross-examination which is as follow:—

October 1984 28 days November 1984 28 days December 1984 29 days February 1985 28 days March 1985 27 days April 1985 28 days June 1985 26 days July 1985 28 days September 1985 18 days May 1985 24 days

It would thus shows that the workman worked for more than 240 days continuously in a period preceding 12 months to his alleged termination. Although the management took up the position that the workman abandoned his job by willfully absenting himself from duty w.e.f. 21-9-1985, yet there is no evidence on record to substantiate this plea. It is also unlikely that the workman who has rendered more than 240 days of continuous service will abandon job in the manner alleged by the management. The workman, therefore, become entitled to the protection of Section 25-F of the Act, after rendering more than 240 days of service continuously in a calender year. It is admitted position on record that no show cause notice or charge sheet was issued to the workman, nor any retrenchment compensation was paid to him. It is also admitted by MW1 Bachan Singh that the workman worked in one division during the entire period. The termination of the services of the workman, therefore, without having recourse to the provisions of Section 25-F of the Act is therefore, patently illegal and the workman, is entitled to reinstatement with continuity of service and backwages. The fact however remains that the workman was re-employed as his name is at serial No. 1 of the seniority list prepared and his services have also ben regularised. Although the workman is no longer entitled to the relief of reinstatement, vet, will be entitled to the backwages for the period from the date of termination till his reinstatement and also other consequential benefits flowing out of his rendering 240 days of continuous service within the meaning of Section 2(s) of the Act.

This reference, shall, therefore, stand answered in favour of the workman in this manner.

Appropriate Govt. be informed.

Chandigarh. 3-11-1995.

S. R. BANSAL, Presiding Officer

नई दिल्ली, 22 नवम्बर, 1995

का.श्रा. 3271 — औद्योगिक विवाद श्रिधिनियम, 1947 (1947 का 14) की धारा 17 के श्रनुसरण में, केन्द्रीय सरकार पंजाब नैशनल बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, श्रनुबंध में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक श्रधिकरण, चण्डीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-11-95 को प्राप्त हुआ था।

[संख्या एल.-12012/16/94/आई.आर.बी. 2] पी.जे.माईकल, डैस्क अधिकारी New Delhi, the 22nd November, 1995

S.O. 3271.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workmen, which was received by the Central Government on 21-11-95.

[No. L-12012|16|94-IR (B-II)] P. J. M&CHAEL, Desk Officer

ANNEXURE

BEFORE SHRI S. R. BENSAL, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM-LABOUR COURT

CHANDIGARH

Case No. I. D. 133|94

Workmen Vs. Punjab National Bank

For the workman: Thakar Singh
For the management: Anil Gupta

AWARD

Dated: 1-11-1995

The Central Govt. exercising the power U|s. 10(1) (d) the Industrial Disputes Act 1947 (for short called as the act) vid its letter No. L-12012|16|94 dated 28th September, 1994 has referred the following dispute to this Tribunal for adjudication:

"Whether the demand of the All India PNB Emp. Asson., the management of PNB, Jammu for payment of Spl. Area Border Area Allowance to the workmen posted at Shamch branch is justified? If so, what relief are workman concerned entitled to?"

On receipt of the reference, notices were issued to the workman as well to the management. Shri Thakar Singh General Secretary appearing on behalf of the Union made a statement by moving an application Ex. W1 to the effect that Union is no longe interested to proceed with the present reference, and there is no evidence available and the evidence of the wokman union may be deemed to be as closed. Mr. Anil Gupta Personnel Officer of the management also closed its evidence.

In view of the statements and keeping in view of the fact that there is no evidence on the record to substantiate the allegations as made by the workmen Union, the reference stands answered against the workman Union. Appropriate Government be informed.

Chandigarh. 1-11-1995.

S. R. BANSAL, Presiding Officer

नई दिल्ली, 22 नवम्बर, 1995

का.श्रा. 3272 .---- औद्योगिक विवाद श्रिधिनियम, 1947 (1947 का 14) की धारा 17 के श्रनुसरण में, केन्द्रीय सरकार सैन्ट्रल बैंक ऑफ इंडिया के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, श्रनुबंध में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक श्रिधकरण, चण्डीगढ़ के पंचपट को प्रकाणित करती है, जो केन्द्रीय सरकार को 21-11-95 को प्राप्त हुशाथा।

[संख्या एल.-12011/46/87/डी-2 ऐ/ब्राई.धार.बी. 2] पी. जे. माईकल, डैस्क ग्रधिकारी

New Delhi, the 22nd November, 1995

S.O. 3272.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workmen, which was received by the Central Government on 21-11-95.

[No. L-12011|46|87-D-2A|IR(B-2)] P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SHRI S. R. BANSAL, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT. CHANDIGARH

> CASE NO. ID 102|87 Workmen Vs. Central Bank of India For the Union: Mangat Sharma. For the management: Yogesh Jain.

AWARD

Dated: 1st November, 1995

In exercising of the powers conferred by clause d' of Sub-Section (1) of Section 10 of the Industrial Disputes Act, 1947 (for short called as the Act), the Central Govt, has referred the following dispute between the workmen Union Central Bank of India Employees' Union. (Haryana), 129 Lal Kurti, Ambala Cantt. and the management of Central Bank of India through its Regional Manager, Model Town Rohtak to this court for adjudication vide letter

bearing No. L-12011|46|87-D.II(A) dated 10th of November, 1987.

"Whether the action of the Regional Manager, Central Bank of India, Rohtak in denying minimum rate of HRA to part time safai Karamchari in his region is justified? If not, to what relief are the concerned workmen entitled?"

On receipt of the reference, notices were issued to the workmen Union as well as to the management. The workman Union appeared and filed the statement of claim. The plea raised in the statement of claim is that there is a bipartite settlement applicable to the bank employees which was signed on 17-9-1984 and is called as 4th Bipartite settlement and that proviso to this settlement provide for the payment of HRA to the clerical and subordinate staff at the following rates:—

- (i) At special places and semi special places 12 1/2 per cent pay minimum Rs. 55 and maximum Rs. 220 P.M.
- (ii) At places with population of 2 lacs and over (other than special and semi special places) and state Capital and Capitals of Union territories, 10 per cent of pay minimum Rs. 50 and maximum Rs. 175 PM.
- (iii) At places with population of 10,000 and over but below 2 lacs: 8 per cent of pay, minimum Rs. 40 and maximum Rs. 140 PM.
- (iv) At places with population of less than 10.000: 6 per cent of pay minimum Rs. 30 maximum Rs. 100 per month.

Note: 'Pay' for the purpose of calculating HRA shall mean basic pay and wherever payable stagnation increments, officiating allowance and special allowance in full or in part as will be ranking for PF benefits."

It is averred in the claim statement even at the places the population of less than 10,000, minimum HRA is payable at the rate of Rs. 30 per month and also at the places having population of 10,000 or more, the HRA to be paid is at a minimum rate of Rs. 40 per month. It was pleaded that the management of the bank was not making payment as prescribed in the settlment to the employees working in branches at Khanda, Kosli, Mullahara, Tosham, Bahadurgarh, Gurgaon, Rewari, Sirsa, Bhiwani, Hissar Faridabad, Model Town Sonepet, Model town Rohtak etc. It is alleged that the matter was taken up by the Union with the management, but

then management was adament to allow HRA to the part time employees at the rates stated above in the agreement on the plea that the part time employees are entitled to draw 1|3, 1|2 or 3|4 of the scale wages payable to full time workmen in their respective cadres. As a result, the HRA is being paid to the workmen at the above mentioned rates and not minimum as per rules. This according to the workmen union is against the spirit of the settlement. The Union raised the dispute before the ALC(C), Chandigarh and conciliation proceedings resulted the submission of the failure report. necessitating the making of the above mentioned reference by the appropriate Govt. The workmen Union, therefore demanded that the directions should be issued to the management to make the payment of HRA to the part time safai Karamchari as defined minimum in the Bipartite Settlement as the case may w.e.f. 1-8-79.

The claim of the union has been disputed by the management vehemently on the ground that the reference made by the Ministry is bad in the eyes of law and is contradictory to the provisions of the Bipartite Settlement. It has also been alleged that the overall control of the bank lies with the Indian Banks Association, which is an apex body and any justification clerification conveyed by it for the purpose of interpretation of the Bipartite settlement or otherwise has a binding force. In support of the contention, the management annexed annexure R-1, clerification given by the IBA for the purpose of interpreting the meaning of the scale wages which are being drawn by part time employees of the bank. For short the plea raised on behalf of the management is that part time workers has to be paid scale wages in view of explanation 9 of the Bipartite settlement as arrived at on 12-10-1970 and that they are not entitled for the wages for the minimum HRA as claimed.

The workmen union submitted replication controverting the allegations of the management as made in the written statement and reiterated their earlier assertions of the claim statement.

The workman union submitted affidavit Ex. W1 of Shri Mangat Sharma General Secretary of the workmen union, who also appeared in the witness box as WW1 and was cross-examined. They have also produced the affidavit of Shri R. S. Dureja Asstt. General Secretary of the workmen union as Ex. W2 who was also appeared in the witness box as WW2 and was cross-examned. The management produced affidavit Ex. M1 of the Shri D. K. Gupta Chief manager,

Zonal Office, Chandigarh who appeared in the witness box as MW1 and was cross-examined. They also produced Ex. M2 clerification dated 28-8-85, given by I.B.A. vide which it was clerified that part time employees would be eligible to draw 1|3, 1|2 or 1|4 of the scale wages payable to the full time workmen in their respective cadre. During cross-examination a circular of the management Bank regarding payment of washing allowance to part time subordinate staff was put to MW1 D. K. Gupta and admitted by him. Similarly, Ex. W3 the copy of the conciliation proceedings was also produced which show that the conciliation proceedings resulted in the failure report.

I have heard the representatives of both the parties.

The controversy in this case is contained in a narrow compass. The contention of the workmen's Union is that the 4th Bipartite Settlement which was signed on 17-9-1984, is applicable and according to proviso to the settlement, the HRA is to be paid to the clerical subordinate staff at the following rates:—

- (i) At special places and semi special places 121% or pay minimum of Rs. 55|- and maximum 220|- P.M.
- (ii) At places with population of 21acs and over (other than special and semi special places) and state capital and capitals of Union territories, 10% of pay minimum Rs. 50|-- and maximum Rs. 175|- PM.
- (iii) At places with population of 1000 and over but below 2 lacs 8% of pay, minimum Rs. 40]- and maximum Rs. 140-PM.
- (iv) At places with population of less than 10000: 6% of pay minimum of Rs. 30- maximum Rs, 100- per month.

On the other hand, the contention of the management is that, the provisions of the Bipartitte settlement as arrived at on 12-10-1970 governs the payment of HRA to the part time employees. It is urged that clause 9 of the said settlement clearly envisaged that the part time employees in the bank would be entitled to the sacle wages which has been defined in the explanation appended to the sub clause. The explanaton of clause 9 is quoted below for ready reference:—

"For the purpose of sub-clauses A&B above the expression 'scale wages' shall mean basic pay, city compensatory allowance (as per clause II below), if any, special house rent other allowances, if any and dearness allowance payment under this settlement to full time workmen."

In order to effectively decide the controversy between the workmen Union and the management of the bank, it is necessary to refer to the relevant provisions of the Ist Bipartite Settlement dated 12-10-1970. The full language of clause 9 is as follows:—

- "9. Insuppersession of clauses 4.5 and 20.5 of the Bipartite Settlement dated 19·10-66 part-time workmen shall be entitled to graduated incremental pay pay scale related to their working hours as follows:—
 - (a) Part time workmen other than those belonging to the subordinate staff shall be paid 1/3 of the "scale wages" and shall also be entitled to 1/3 of the annual increments, payable under this Settlement to full-time workmen provided that the total working hours of such part time workmen shall not exceed 12 per week.
 - (b) Part time workmen who are members of the subordinate staff shall be paid:

If their normal total workig hours per week are:

Up to 3 hours .. at Bank discretion.

more than 3 hours but less than 6 hours	at banks with a minimum of of Rs. 25/- PM	
6 hours to 13 hours	1/3 of the scale wages with proportionate annual increment	
More than 13 hours to 19 hours	One half of the scale wages with proportionate annual increment	
More than 19 hours to 29 hours	3/4 of the scale wages with proportionate annual increment.	
Beyond 29 hours	Full scale wages	

EXPLANATION:—For the purpose of subclauses (a) and (b) above, the expression 'scale wages' shall mean basic pay. City Compensatory allowance (as per Clause II below), if any, special House rent other allowance, if any and dearness allowance payable under this settlement to full time workmen."

Mr. Yogesh Jain learned representative appearing on behalf of the management has contended with some amount of vehemence that this explanation to clause 9 as reproduced above has neither been superseded nor amended and allowance payable as defined in the scale wages are to be read in the manner that part time employees would be entitled to 1/3, 1/2 or 3/4 as

the case may be of the scale wages which include the basic pay and other allowances as reterred to above. On the other hand, Shri Mangat Sharma of the worker's Union Ambala cantt. has urged that this clause stand superseeded by the provisions of the 4th Bipartite Settlement and proviso wherein payment of minimum HRA has been made possible is applicable in the case of employees or the workmen Union and therefore, be made payable.

I have given my deepest and anexious consideration to entire matter and find myself unable to agree with the contentions raised on behalf of the workman. Despite sufficient time granted to the workmen Union, they however not been able to show and satisfy me that the provisions of the 4th Bipartite settlement has superseeded clause 9 of 1st Bipartite Settlement dated 12-10-1970. Indian banks association is apex body of the Banks and it appears that on the douots having been raised in this regard, the matter was taken up by the management banks with the said Association and the clarification given by them is exhibited as ex. M2 clearly reveals that part time employees of the bank are to be paid scale wages 1|3,1|2 or 3|4as the case may be. It is thus quite evident that the clarification as given by the competent authority also supported the contention of the management bank that the minimum HRA as made payable by the provisions of 4th Bipartite settlement is not applicable to the case of part time employees. I am in quite agreement with the contention of Shri Yogesh Jain learned representative of the management that the payment of washing allowance to the part time employees is merely a circular issued at the level of the bank itself and no such decision has been taken at the industry level. Had it been so, three would have certainly been a Bipartite Settlement between the workman Union and the management of the Bank.

For the aforesaid reasons, I have been driven to hold that the minimum HRA as made payable by the provisions of 4th Bipartite settlement is not payable to the part time safai karamcharıs of the Regional Manager, Central Bank of India, Rohtak under him in various branches as depicted in para No. 5 of the statement of claim. The management was therefore, justified in denying this relief of minimum rate of HRA to part time Safai Karamchari of this Region. The workmen are therefore, not entitled to any relief on this account. The reference shall, accordingly stand answered against the workmen Union.

Appropriate govt. be informed.

Chandigarh.

1-11-1995

S. R. BANSAL, Presiding Officer

नई दिल्ली 22 नवम्बर, 1995

का.धा. 3273 — औद्योगिक विवाद मधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनाईटेड कार्माशयल बैंक, पंजाब डिविजन, चण्डीगढ़ के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्विष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-11-1995 को प्राप्त हुन्ना था। [संख्या एल. - 12012/450/88/शी 2-ए/-- माई. ग्रार. बी. 2] पी० जे० माईकल. डैस्क अधिकारी

No Delhi, the 22nd November, 1995

S.O. 3273.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of United Commercial Bank, Punjab Divn., Chandigarh and their workmen, which was received by the Central Government on 21-11-95.

[No. L-12012|450|88-D.II(A)|IR(B.II)] P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SHRI S. R. BANSAL, PRESIDING OFFICER, CENTRAL GOVT., INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,

CHANDIGARH Case No. I.D. 103|88

Balbir Vij

Vs.

United Commercial Bank, Pb. Division, Chandigarh.

For the Workman: Sh. S. P. Bhasin. For the Management: Sh. N. K. Zakhmi.

AWARD

Dated, the 28th October, 1995

The Central Govt. in exercise of powers conferred by Section 10 of the Industrial Disputes Act, 1947 referred to this Tribunal vide letter No. L-12012 450 88-D.II(a) dated 20th December, 1988, the following dispute to this Tribunal for adjudication:

Whether the action of the management of UCO Bank in dismissing Shri Balbir Vij, special Assistant from 8-4-87 is justified? If not to what relief the workman concerned is entitled?"

On receipt of the reference from the Central Govt., this Court issued notice to both the parties and as result thereof the workman filed his claim statement daed 29-3-89 to which the respondent management submitted their written statement. The workman also filed the replication to the written statement and reiterated the assertions made by him in the claim statement. Thereafer his court afforded an opportunity

to the parties for leading their evidence for proving their case. While the workman lead his evidence in the form of affidavit dated 22-2-89, the respondent management also filed their affidavit dated 7-12-93 through Shri M. L. Bansal, law officer of bank. Both the tenders of affidavits were cross-examined by the other party for proving their point of view.

I have heard the representatives of the parties and have also gone-through the record carefully. As per claim statement as filed by the workman, he joined the respondent bank as stenographer on 26-11-69 and thereafter he was promoted as special assistant w.e.f. 1-7-82. He joined the Shahkot branch on 18-9-82 and he was put as incharge of the deposit department in the said branch. He was placed under suspension vide order dated 29-6-85 as issued by Devisional Management of the respondent bank and thereafter he was also issued a charge sheet. After considering his reply to the chargesheet and finding the same as unsatisfactory, an enquiry officer was appointed for holding an enquiry into the charges levelled against him. According to the workman, during the process of enquiry proceeding, the bank manager issued him a second chargesheet containing additional charge against him. According to him, the second charge sheet issued by the Branch Manager was not legally competent to issued him the chargesheet. He also alleged that the Branch Manager had appointed the enquiry against him and obviously he was not even competent to act in this manner. He, thus, alleges that the enquiry conducted against him is not legally in order and the said enquiry officer has not even complied with the principles of natural justice. The claimant workman also alleged bias against Sh. M. S. Aulath, D.M. of the respondent bank and according to him, he in connivance with the other subordinate officers hatched a plan scheme to cause unwarranted harm to him by implicating him in the false case. He also alleges that his termination from scryice amounts to unfair labour practice. These case assertions of the workman. According to them, the workman was chargesheeted by competent Authori y and during the course of enquiry proceedings, according to them, fully opportunity was provided for enabling him to prove his innocence. It was further alleged that since the charges against the workman were proved, the Disciplinary Authority issue him anshow cause notice daied 14-9-87 for awarding he proposed punishment and the workman even afforded an opportunity of personal hearing. It was alleged that the action of respondent management is quite justified, proper and legal and the same has been taken after complying with the provisions of the rules and regulations as applicable to the bank employees.

In his affidavit Ex-W1, the workman had deposed that after joining his duty at Shahkot branch, he applied for additional house loan for Rs. 20,000, which was not favourably considered and thus, he personally met Shri Aulakh, the then Divisional manager, who instead of giving him patient hearing told him whether he wanted to say something else other than the previous verhal complaint made by him against him. He further deposed that since he felt that Mr. Aulakh was biased against him, he lodged a written complaint against him to Sh. H. N. Vohra,

The then General Manager of the Bank, The General Manager, somehow, referred his complaint to Sh. M.S. Aulakh, who obviously took the same in a revengeful spirit and thus according to his deposition the so-called charge sheet was framed against him by concocting the material from the Shahkot branch. As further deposed by him, Sh. M. L. Bansał, was appointed as enquiry officer by the branch manager, Shahkot, who was not competent to appoint the enquiry officer, being much junior to the appointing authority. He further deposed that the enquiry officer was law graduate and since he was a layman, he was not aware of the technicalities of the departmental enquiry and on this account the requested the enquiry officer to allow him to engage a lawyer to defend himself in the enquiry, but the enquiry officer did not accede to this request. He further deposed that the witness who lodged the complaints against the workman were not produced in the enquiry to prove their charges and for enabling him to cross examine them. In his cross examination, the workman, however, admitted that he had cross examined all the management witnesses and he has not produced any defence witness. He also admits that he was given personal hearing by the Disciplinary Authority before passing the impugned order termination of service. He also admits in the cross examination that after the submission of the enquiry report, he was issued a show cause notice by the competent authority. In his affidavit Ex-M-1 Shri M. L. Bansal the law officer of the bank, however, deposed that enquiry officer afforded due opportunity to the workman for enabling him to prover his innocence. He also deposed that the Management had produced various documents in their defence, which were admitted by the delinquent workman during the enquiry proceedings and since the workman had admitted the documents produced against him, no witness was produced by the respondent management, as alleged. He further deposed that the workman had submitted a list of four witnesses, three of whom were examined by the workman deliberately, although he was present on 17-9-1986. the date of hearing. According to Mr. M. L. Bansal, the workman was provided full opportunity as per requirement of rules and the principles of natural justice before the impugned order was passed against him as is clear from the cross-examination of Shri Bansal the charge agains 'he delinauent was with regard to embezzlements of funds amounting to Rs. 527/- and Rs. 330|- apart from certain other charges. The workman has also filed written statement, in which he almost repeated the same what he had stated in the claim statement and also in his affidavit Ex.-W-1. According to him none of the charge was proved against him legally, as the claimants were not called by the Enquiry Officer during the course of enquiry. He also asserted that no handwriting expert was examined with a view to prove that he had forged the signatures of Shri Joginder Singh on the withdrawal slip cf Rs. 127/-. He also submitted in the written arguments that no person lower that the appointing authority is competent to award the punishment of removal or dismissal from service. It was further argued that the enquiry officer could also not be appointed by the Branch Manager, who was not his appointing authority. According to him the en ire

enquiry proceedings stand reduced to a nullity and the same are nonest in the eyes of law. It was also argued in the written arguments that the appellate authority did not apply its mind while rejecting the appeal.

The representative of the Bank, in any case, rebutted the arguments of the workman and stated that the workman besides embezzling the funds of the bank also cheated in a way Smt. Harjinder Kaur and Shri Joginder Singh, the holders of accounts in the branch of the bank. He argued that in the enquiry he was afforded full opportunity by the enquiry officer and he even admitted this fact in his cross-examination. He invited attention to document Ex. M-2, which delegates the powers of disciplinary and appellate authorities to various officers of the bank and stressed that the workman had been proceeded against departmentally strictly in accordance with the said delegation order. I have persued the order dated 26-6-1985, Ex. M-2 as issued by the Head Office of the Bank. This order delegates the powers of Disciplinary/Appellate authority to branches/officers headed by scale III officers and Divisional Heads respectively, besides various other officers as highlighted in the said order. The perusal of record shows that the authorities in the bank acted strictly in accordance with this order. The principle as enshrined in Article 311 (1) of the constitution of India that a person holding civil post shall not be removed or dismissed from service by an authority lower that the appointing authority shall not be applicable in the case of the workman. A workman of the bank, which is a public sector undertaking, cannot be said to be holder of the civil post as given in the said article of the constitution of India. The workman working in the bank is governed by the provision of Industrial Dispute Act and, thus, the provisions of Article 311(1) of the Constitution of India would not be applicable to him. The perusal of record shows that the workman was proceeded against departmentaly strictly in accordance with the provision of the rules of the bank and he was also punished by the competent authority. Who was having the power by virtue of the order Ex. M-2. I do not agree with the workman that he was not provided with proper opportunity at different stages. In my opinion, due opportunity was provided to him by the respondent management and in the situation I hold that the d'smissal of the workman by the respondent management from service vide order dated 8-4-1987 was perfectly justified and legally in order. The reference of the Central Government shall stand answered accordingly against the workappropriate Government be informed The man. accordingly.

Place Chandigarh. Dated: 28-10-1995. Camp Bhatinda.

S. R. BANSAL, Presiding Officer.

नई दिल्ली, 22 नवम्बर, 1995 . 3274 —कर्मचारी राज्य बीमा श्र

का. ग्रा. 3274 — कर्मचारी राज्य बीमा श्रधिनियम, 1948 (1948 का 34) की घारा 8 के अनुसरण में तथा

भारत सरकार, श्रम मंत्रालय, की 14 श्रिंगस्त, 1993 के का. श्रा. सं. 1759 से सम्बन्धित श्रिधमूलना के श्रिधि- क्रमण में, केन्द्रीय सरकार एतंद्द्रीय कर्मचारी राज्य बीमा निगम की स्थायी समिति का गठन करती है जिसमें निम्न- लिखित सदस्य हैं श्रयित:—

ग्रध्यक्ष

[धारा 8 के खण्ड (क) के श्रधीन केन्द्रीय सरकार द्वारा नियुक्त]

 सचिव, भारत सरकार, श्रम मंदालय, नई दिल्ली । सदस्य

[धारा 8 के खण्ड (ख) के श्रधीन केन्द्रीय सरकार ढारा नियुक्त]

- अपर सचिव, भारत सरकार, श्रम गंत्रालय, नई दिल्ली।
- विनीय सलाहकार,
 श्रम मंत्रालय,
 भारत सरकार,
 नई दिल्ली
- केन्द्रीय भविष्य निधि आसुकत, नई दिल्ली

[धारा 8 के खण्ड (खख) के श्रीक्षीन तीक राज्य सर-कारों का प्रतिनिधित्व करने वाले निगम के सदस्य]

- 5. पण्चिम बंगाल सरकार का प्रतिनिधित्व करने वाले निगम का सदस्य ।
- तिमिलनाडु सरकार का प्रतिनिधित्य करने बाक्ने निगम का सदस्य ।
- 7. सहाराष्ट्र सरकार का प्रितिविधित्व करने वाले निगम का सदस्य । [धारा 8 के खण्ड (ग) के उप खण्ड (ii) के ग्राधीन निगम द्वारा चयनित]
- श्री ए. एस. कासलोबाल,
 ग्रध्यक्ष,
 म. एस. कुमार इन्टरप्राइजेंज (सिन्फेंब्स), प्रा_लिंक,
 निरंजन बिल्डिंग, 99-मुरीन ब्राइब
- 9. श्री पी. बी. धुगाल, ई-222-न्यू राजेन्द्र नमरः नई दिल्ली

बम्बर्ध-400002

10. श्री टी. के. भौमिकू, क्षांक्रिक), हिंदी कार्यकारी (क्राफ्रिक), इण्डियन ग्राक्सीजन लिं:

डी-43 तारातीला रोड, कलकत्ता-700088

[धारा 8 के खंड चयनित के उप-खण्ड (iii) के तहत निगम द्वारा चयनित]

- श्री जी. संजीता रेड्डी, अध्यक्ष, इत्टक-आंध्र प्रदेश, 6/बी राइट बरकतपुरा, हैदरानाद-500027
- 12. श्री काली घोष, द्वारा पश्चिम बंगाल स्टेट कमेटी श्राफ सीटू, 53, श्राचार्य जे. सी. बोस रोड, कलकता
- 13. डा. हर्षवर्धन गौतम,
 25-बी एम एस इब्राहिम मैंशन,
 डा. ग्रम्बेडकर रोड, परेल,
 बस्वर्धः

[धारा 8 के खण्ड (ग) के उप खण्ड (iv) के अधीन निगम द्वारा चयनित]

14. वैद्य देवेन्द्र तिन्तुण, 143 सराय काले खा, नई विस्ली-110014

[धारा 8 के खण्ड (ग) के उप खण्ड (v) के झधीन निगम द्वारा चयनित]

- 15. श्रीमती कमला सिन्हा, संसद सदस्य, 21, मीना बाग, नई दिल्ली-110011
- [धारा 8 के खण्ड (घ) के ग्रधीन पदेन सदस्य]
- 16. महानिदेशक, कर्मचारी राज्य बीमा निगम, नई दिल्ली।

[सं. यू.—16012/4/95—एस एस-I] जे. पी. शुक्ला, भवर सचिव

New Delhi, the 22nd November, 1995

S.O. 3274.—In pursuance of Section 8 of the Employees State Insurance Act, 1948 (No. 34 of 1948) and in supersession of the notification of the Government of India in the Ministry of Labour No. S.O. 1759 dated 14th August, 1993, the Central Government hereby constitutes the Standing Committee of the Employees' State Insurance Corporation consisting of the following members, namely:

CHAIRMAN

[Appointed by the Central Government under clause (a) of Section 8]

 Secretary to the Govt. of India, Ministry of Labour, New Delhi.

MEMBERS

[Appointed by the Central Government under clause (b) of Section 8]

- Additional Secretary to the Govt. of India, Ministry of Labour, New Delhi.
- Financial Adviser, Ministry of Labour, Government of India, New Delhi.
- Central Provident Fund Commissioner, New Delhi.

[Members of the Corporation representing three State Government under clause (bb) of Section 8]

- The Member of the Corporation representing the Govt. of West Bengal.
- The Member of the Corporation representing the Govt. of Tamil Nadu.
- The Member of the Corporation representing the Govt, of Maharashtra.

[Elected by the Corporation under sub-clause (ii) of the Clause (C) of Section 8]

- Shri A. S. Kasliwal, Chairman,
 M/s. S. Kumar Enterprises (Synfabs) Pvt. Ltd., Niranjan Building,
 Marine Drive, Bombay-400002.
- Shri P. B. Duggal, E-222, New Rajinder Nagar, New Delhi.
- Shri T. K. Bhaumik, Chief Executive (Personnel), Indian Oxygen Ltd., D-43, Taratolla Road, Calcutta-700088.

[Elected by the Corporation under sub-clause (iii) of clause (c) of Section 8]

- Shri G. Sanjeeva Reddy, President, INTUC-Andhra Pradesh, 6/B, Light Barkatpura, Hyderabad-500027.
- Shri Kali Ghosh,
 C/o. West Bengal State Committee of CITU.
 Acharya J. C. Bose Road,
 Calcutta,
- Dr. Harshvardhan Gautam,
 25-B. M. S. Ebrahim Mansion,
 Dr. Ambedkar Road, Parel,
 Bombay,

[Elected by the Corporation under sub-clause (iv) of clause (c) of Section 8]

Vaidya Devendra Triguna,
 143, Sarai Kale Khan,
 New Delhi-110014.

[Elected by the Corporation under sub-clause (v) of clause (c) of Section 8]

 Smt. Kamla Sinha, Member of Parliament, 21, Meena Bagh, New Delhi-110011.

[Ex-officio Member under clause (d) of Section 81

 The Director General, Employees' State Insurance Corporation, New Delhi.

> [No. U-16012/3/95-SS. I] J. P. SHUKLA, Under Secy.

नई दिल्ली, 23 नवम्बर, 1995

का. ग्रा. 3275 — श्रीष्टोगिक विवाद ग्रिधिनियम, 1947 (1947 का 14) की धारा 17 के ग्रनुसरण में, केन्द्रीय सरकार उत्तर रेलवे के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, ग्रनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक ग्रिधिकरण, कानपुर के पंचपट को प्रकाणित करती है, जा केन्द्रीय सरकार को 22-11-95 को प्राप्त हुग्राथा।

[संख्या एत . - 41012/10/90-आई०आर०बी०-1] पी. जे. माईकल, डैस्क श्रधिकारी

New Delhi, the 23rd November, 1995

S.O. 3275.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Rly., and their workmen, which was received by the Central Government on 22-11-1992.

[No. L-41012|10|90-IRB-I] P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA, PRESID-ING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, KANPUR.

Industrial Dispute No. 214 of 1990

IN THE MATTER OF DISPUTE BETWEEN:

Zonal Working President Uttar Railway Kramchari Union, 96/196, Roshan Bajaj Lanc Ganeshgani, Lucknow.

AND

Dy. Chief Mechanical Engineer, C. & W. Shop Northern Railway, Alambagh, Lucknow.

AWARD

Central Government, Ministry of Labour, vide its notification No. L-41012/10|90-I.R. (DU), dated 19-10-1990 has referred the following dispute for adjudication to this Tribunal:—

Whether the Dy. CME, C&W Shop Northern Rly. Lucknow is justified in not regularising Shri Dinesh Chandra Nigam as Typist w.c.f. 11-3-1978 and not giving proper seniority. If not, what relief the workman concerned is entitled to?

2. Concerned workmen Dinesh Chandra Nigam in his statement has alleged that he was appointed as Khalasi in the office of Dy. Chief Mechanical Engineer, Northern Rly. on 22-2-1968. Later on he was asked to do the work of Typist w.e.f. 11-3-1978. He continued to do this job till date i.e.

7, 1995

11-11-1990, yet he has not been regularised inspite of repeated demands.

- 3. The opposite party in its written statement has not denied that the concenned workman was asked to do the typing work w.e.f. 11-3-1978. However, it is submitted that it was an ad-hoc arrangement till regular hands selected. He appeared in test but failed. Hence he was not regularised.
- 4. The concerned workman in his rejoinder has denied the fact.
- 5. There is evidence of concerned workman in which he has supported his version. In one breath he had denied having appeared in any typing test. However when cross examined in detail he admitted that he had appeared in both Hindi and English Typing Test but he was never informed about the result. Thus atleast this fact is established that he had appeared in the test. If he was not informed about the result that means that it was not favourable to him. The opposite party has explained that since the matter has become old the relevant papers have been weeded out and as such are not available. In view of this aspect and also because of unfair conduct of the concerned workman in one breath denying having appeared in the test and in other breath conceeding the same fact. I am not inclined to believe him. As such I hold that the concerned workman had appeared in the type test in which he had failed.
- 6. The management has filed the copy of order passed in T. A. No. 1900 of 1987 D. K. Banerjee versus Union of India. It also related to department of the concerned workman. In this case it was held that if a candidate fails to appear in type test there is no question of his regularisation.
- 7. In view of this interpretation, it is held that the concerned workman is not entitled for regularisation.
- 8. As such the answer to the reference is in the affirmative and against the concerned workman.
 - 9. Reference is answered accordingly.

Dated: 14-11-1995.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 23 नवम्बर, 1995

का. आ. 3276 .— औद्योगिक विवाद प्रधिनियम, 1947 (1) 17 का 14) की धारा 17 के प्रनुसरण में, केन्द्रीय सरकार मैं, भारत कोकिंग काल लि. की रामकानाली कोलियरी के अवध्यंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, इनवंब में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार इ. इं. गिक प्रधिकरण, (सं. 1), धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21 नवम्बर, 1995 को प्रपाद हुप्राथा।

[मंख्या एल . - 20012/69/92-आई.आर. (कोल-I)] त्रज मोहन, ईंस्क श्रीधकारी New Delhi, the 23rd November, 1995

S.O. 3276.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. 1). Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Ramkanali Colliery of MIs. B.C.C.L. and their workmen, which was received by the Central Government on 21-11-95.

> [No. L-20012 69 92-1R (Coal-I)] BRAJ MOHAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL **GOVERNMENT** INDUSTRIAL TRIBUNAL NO. I. DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act,

Reference No. 126 of 1992

PARTIES:

Employers in relation to the management of Ramkanali Colliery of Ms. B.C.C. Ltd.

AND

Their Workmen

PRESENT:

Shri P. K. Sinha,

Presiding Officer

APPEARANCES:

For the Employers.—Shri B. Joshi, Advocate, For the Workmen.—Shri S. N. Goswami, STATE: Bihar. INDUSTRY: Coal.

Dated, the 3rd November, 1995

AWARD

By Order No. L-20012(69) 92-I.R. (Coal-I), dated, the 18th September, 1992, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of subsection (1) and sub-section (2-A) of Section 10 or the Industrial Dispu'es Act, 1947, referred the following dispute for adjudication to this Tribunal:-

> "Whether the action of the management of Ramakanali Colliery of BCCL in dismissing Shri Sunil Kumar, Lamp Mazdoor, I.D. Card No. 138435 w.e.f. 9-4-94 is justified? If not, to what relief he workman is enti'led?"

2. The workman in his written statemen has submitted that he was appointed in the post of Miner Loader by the management on 9-5-1980, his being dependant of one Banshi Bhuiya working in the post of Miner/Loader in the same Rumkanuli Colliery, and on his 'aking benefit of Voluntary Retirement Scheme. After his appointment he worked continuously wi'hout any hitch till Sm. Raj Bala

Verma, the then A.D.M. (Law & Order) issued a letter da'ed 27-1-89 to the management ques ion the genuineness of several workmen including the concerned workmen. Smt. Verma also lodged F. I. R. against some of them including the concerned workman and a criminal case was started. Similarly, the management issued a charge-shee dated 6|9-2-89 alleging misconduct of impersonation, i.e., giving wrong identify, address etc. Thereafter in this written statement the workman has attached the conduct of enquiry by the Enquiry Officer in which he had participa ed. However, I am not taking up the allegation relating to the domes ic enquiry because the workman has not pressed this preliminary point.

- 3. After enquiry the report was submitted in which it was found that the allegation in the chargesheet had been substan'iated and, as consequent thereto, the concerned workman was dismissed from service by order da'ed 7/9-4-90.
- 4. Sum and total of the writen statement of the concerned workman is that he was dismissed on un-substantiated charge.
- 5. The management also filed its written s'atement alleging that the workman had posed as dependant son-in-law of Bansi Bhuiya in 1980 and got service because Bansi Bhuiya had opted for voluntary refirement as consequent there'o his one dependan' was entitled for a job in the company. The management has alleged that the real name of he concerned workman was Sunil Kumer Dutta, whowas a relative of one Dhananjay Duca, Bill Clerk in the same colliery. It is further submitted that Sm^{*}, Raj Bala Verma had conducted an enquiry into the allegation and had informed the management that the concerned workman was not son-in-law of Bansi Bhuiya and she also instituted a police case. The management thereaf'er submit ed charge-sheet and subsequently domestic enquiry was ordered against the workman which was, according to he management, fairly conducted and decision to dismiss the workman was taken after full consideration of the materials on the record. A prayer has been made to render an award in favour of the manage-
 - 6. The workman thereafter submitted a rejoinder to it, but on the same lines as taken in his written s'atement.
 - 7. The points for consideration are, firstly, as to whether or no the management by its evidence in the domestic enquiry had proved the charge of misconduct as contained in the chargesheet and, secondiy, if so, who her he punishment of dismissal was just and proper.
 - 8. Ext. M-1 is the charge heet, which have that the concerned workman had managed to ob ain employmen' claiming to be the son-in-law of Bansi Bhuiya who had opted for retirement in favour of his dependant. It further charged that on enquire by Smt. Raj Bala Verma it was revealed that the workman was not the son-in law of Bonsi Bhuiva rather his real name was Sunil Kumar Du'ta which real name was mentioned by Smt. Verma in her

- F.I.R. lodged with the police. The workman submitted his explanation to the charge-sheet (Ext. M-2) outrightly rejecting the allegation stating the same to be wrong and fabricated. In his explanation he also pointed out that his father-in-law (Bansi Bhuiya) had never complained that he was not his son-in-law. The workman claimed that he was son-in-law of Bansi Bhuiya. Dissatisfied with the explanation the management ordered for domestic enquiry which was conducted as per Ext. M-4.
- 9. The only witness produced on behalf of the management was Sri S. N. Dubey who also was acting as management's representative. He submitted in his statement that Bansi Bhuiya had filed an application on 21-3-80 for providing service to his son-in-law, Sunil Kumar. Accordingly Sunil Kumar was inducted in o the service of the company but on unknown person complained to the Deputy Commissioner, Dhanbad that Sunil Kumar was really a relative of a workman Dhananjay Dutta and was not son-in-law of Bansi Bhuiya. This management's representative further stated that Smt. Raj Bala Verma had examined the papers and had made enquiry after which she filed F.I.R. with the Officer Incharge of Ka'ras P. S. against Sunil Kumar on the basis of which Sunil Kumar was arrested. The management's representative also filed certain papers. The workman and his co-worker did not cross-examine
- 10. Amongst the papers submitted by the management's representative was the application of Bansi Bhuiya tendering his resignation and recommending that Sunil Kumar So. Upendra Kumar, his son-inlaw, should be appointed in his place. Next document is an application of Bansi Bhuiya on plain paper stating therein that he was resigning in view of his ill health and requesting that his son-in-law should be inducted in o service. The next document is appointment letter issued to Sunil Klumar. The next document is an unanimous petition addressed to the Deputy Commissioner, Dhanbad, claiming that 35 workmen, listed in the annexure to the unanimous letter, were fake appointees under Voluntary Refirement Scheme. Next document is the F.I.R. lodged by Smt. Raj Bala Verma against 12 workmen including the concerned one. This is all the evidence on the record adduced on behalf of the management.
- 11. Obviously the management has dismally failed to bring home the charge of misconduct as alleged in the chargesheet. From the report of the Enquiry Officer it will appear that he has based his conclusion not so much on the evidence adduced by the management but on various acts of omission on the part of the concerned workman, like his failure to examine cer'ain witnesses including his wife. But from the statement of the concerned workman it will appear that he could not bring his wife for evidence because she was in family way. From a reading of the report of the Enquiry Officer it will appear that instead of placing onus of proving the charge upon the management, the Enquiry Officer wanted the proceedee to disprove the charge by conclusive evidence. Needless to say, such ap-

- proach is neither legal nor conforms to the principles of natural justice.
- 12. Moreover, the management has not examined any independent witness, not even Dhananjay Dutta who was an employee under the management in the same colliery. Time and again the Courts have depicted the tendency of the management to examine the management's representative as its witness. The management's representative is simply presiding officer on behalf of the management, generally having no personal knowledge about the matter. In this case also the management's represcutative only has narrated as to how the chargesheet was issued to the concerned workman and he simply reiterated in his narration the allegation mentioned in the chargesheet. Even the documents filed by him rather proved the innocence of the concerned workman instead of proving his guilt. The management agrees by these documents that Bansi Bhuiya had admitted that Sunil Kumur was his sonin-law. It is difficult to comprehend that in face of this how the allegation made by a nameless person be treated as proved simply because one Smt. Raj Bala Verma, an Executive Officer, had thought it fit to lodge an F.I.R. against the concerned workman that charge. Mere filing of a criminal case has never proved the allegations contained therein From the statement of the management's representative and from its written statement, there is a clear impression that the management did not go beyond what Smt. Raj Bala Verma thought the fact was. Instead of protecting its worker against such unsubstantiated allegation, the management took the opinion of an Executive Officer to be the Holy scripture.
- 13. Since the management has not proved the allegation, it is hardly of any use going through the evidence of the proceedee. However, since that is on the record. I will discuss that also.
- 14. The proceedee in his evidence has asserted that Bansi Bhuiya was his father-in-law and he rightly had gained the service as a dependant of Bansi Bhuiya. He was cross-examined by the management's representative at length. The quality of cross-examination can be gauged by question put to the proceedee that how he could have married the daughter of Bansi Bhuiya when Bansi Bhuiya belonged to Gaya District whereas the proceedee belonged to Dhanbad District. management's representative even forgot, while putting this ridiculous question, that Bausi Bhuiya was earning his bread in Dhanbad District. However, the proceedee replied that he had a Ration Shop and Bansi Bhuiya came there to purchase ration. He admitted that this was an inter-caste marriage. He also admitted that it was a court marriage. also filed a copy of his marriage certificate certified to be true by the Marriage Officer at Dhanbad. According to this certificate the marriage was simply registered before the Marriage Officer, Dhanbad before whom the couple had announced the ceremeny of marriage had already been performed. The Enquiry Officer has submitted that this certificate did not show that wife of the proceedee Smt. Fula Devi was the daughter of Bansi Bhuiya. But, on the other hand, there is no evidence that she was

- 15. Moreover, another independent witness. Chotan Bhuiya, a workman in the same colliery had supported that Sunil Kumar was son-in-law of Bansi Bhuiya. He was also cross-examined at length and he has given satisfactory answers on the whole. To this witness also the management's representative asked a question as to how marriage between the two could take place since they belonged to different castes.
- 16. In sum and total I find that the management by its evidence instead of proving the allegation has brought on the record documentary evidence which lent support to the innocence of the concerned workman. The evidence brought on the record by the concerned workman is definitely of better quality.
- 17. What surprises most is not the report of the Enquiry Officer but the thinking of senior officers who not only accepted the report, but thought it fit to order dismissal of the concerned workman. This must have put the concerned workman to great hardship, as also expenses because it appears from the record that the concerned workman himself had contested this reference with the help of a practising Advocate.
- 18. Therefore I hold that the charge against the workman had not been proved in the domestic enquiry. Accordingly the order of dismissal was unjustified. The workman is not only entitled to reins'atement and full back wages with all consequential benefits but also for the cost.
 - 19. This makes the following award:---

The management is directed to reins ate the concerned workman, Sunil Kumar, on this award becoming enforceable as also to pay him full back wages with all consequential benefits, and to pay him cost of Rs. 1,000 (Rupees One thousand only).

P. K. SINHA, Presiding Officer.

नई दिल्ली, 24 नवम्बर, 1995

का. आ. 3277.— आंद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर पूर्वी रेलवे के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23 नवम्बर, 1995 को प्राप्त हुआ था।

[संख्या एल-41012/124/94-आई०आर०(बी०-1)] व्रज मोहन, डैस्क ब्रधिकारी

New Delhi, the 24th November, 1995

S.O. 3277.--In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of

the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of North Eastern Railway and their workmen, which was received by the Central Government on the 23-11-1995.

[No. L-41012|124|94-IR(B-I)] BRAJ MOHAN, Desk Officer.

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUS-TRIAL TRIBUNAL CUM LABOUR COURT, PANDU NAGAR, DEOKI PALACE ROAD, KANPUR

Industrial Dispute No. 107 of 1995
In the matter of dispute:

BETWEEN

Sri Bal Kishan Maurya, Village Banohiyan, Post Rithuyakhor, Shahjanwa, District Gorakhpur.

AND

D.S.T.E. (Construction), North Eastern Railway, Lucknow.

AWARD

- 1. Cen'ral Government, Ministry of Labour, vide its notification No. L-41012/124/94-I.R. (B-I) dated 28-8-1995 has referred the following dispute for adjudication to this Tribunal:—
 - "Whether the action of the DSTE (Const.) N.E. Railway, Lucknow in terminating the services of Sri Balkaran Maurya ex-casual Khalasi is legal and justified? If not to what relief is he entitled to?"
- 2. In the instant case despite issue of notice neither the workman appeared nor has filed its statement of claim. It, therefore, appears that the concerned workman is not interested in prosecuting its case.
- 3. As such reference is answered in affirmative for want of pleadings holding that the concerned workman is entitled to no relief.
 - 4. Reference is answered accordingly.

B. K. SHIVASTAVA, Presiding Officer.

नई दिल्ली, 24 नवम्बर, 1995

का.श्रा. 3278.—-श्रीशोगिक विवाद श्रिधिनियम, 1947 (1947 का 14) की धारा 17 के श्रनुसरण में केन्द्रीय सरकार श्रान्ध्रा वैंक के प्रबन्धतंत्र के संबद्ध नियोजकों श्रीर उनके कर्मकारों के बीच, श्रनुबन्ध में निर्दिष्ट श्रीशोगिक विवाद में, केन्द्रीय सरकार श्रीशोगिक स्रिधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-11-95 को प्राप्त हुन्ना था।

[संख्या एल-12012/89/93-म्नाई.स्रार (वी-2)] व्रज भोहन, डैस्क स्रधिकारी

New Delhi, the 24th November, 1995

S.O. 3278.--In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Andhra Bank and their workmen, which was received by the Central Government on 20-11-1995.

[No. L-12012|89|93-IR(B-II)] BRAJ MOHAN, Desk Officer.

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUS-TRIAL TRIBUNAL, NEW DELHI

I.D. No. 65|93

In the matter of dispute:

BETWEEN

Shri Aruna Giri through Maha Sachiv, Andhra Bank Employees Union, Andhra Bank Service Centre, 17A|64 Ajmal Khan Road, Karol Bagh, New Delhi-110005.

Versus

Chief Manager,
Andhra Bank,
Shani Chambers,
Pusa Road,
New Delhi-110005.

APPEARANCES:

Shri Inderjit Singh for the workman.

Shri Sameet Parkash for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012 89 93-I.R. B-II dated 1-9-1993 has referred the following industrial dispute to this Tribunal for adjudication:—

"Whether the claim of Andhra Bank Employees'
Union, Delhi that Shri Aruna Giri is entitled
to be regularised in the service of Andhra
Bank and that he is entitled to be paid at
the rate of 1/3 scale wages from 1-10-1990
including for international holidays and
Sundays is justified? If so, what relief, is
Shri Aruna Giri entitled to?"

2. The representative for the workman made statement that the 1[3rd amount wrongly with-held by

the management has since been released and no dispute exist, between the parties. In view of this situation no dispute award is given in this case leaving the parties to bear their own costs.

12th October, 1995.

GANPATI SHARMA, Presiding Officer.

नई दिल्ली, 24 नवम्बर, 1995

का. आ. 3279.— औद्योगिक विवाद श्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एंड सिन्ध बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट शौद्योगिक विवाद में, केन्द्रीय सरकार श्रीद्योगिक श्रधिकरण, नई दिल्ली के पंचपट को प्रकाणित करती हैं, जो केन्द्रीय सरकार को 20-11-95 को प्राप्त हुआ था।

[संख्या एल-12012/334/91-म्राई.म्रार (बी.2)]
यज मोहन, डैस्क म्रधिकारी

New Delhi, the 24th November, 1995

S.O. 3279.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab and Sind Bank and their work men, which was received by the Central Government on 20-11-1995.

INo. L-12012 334 91-IR (B-II) BRAJ MOHAN, Desk Officer.

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUS-TRIAL TRIBUNAL, NEW DELHI

I.D. No. 40|92

In the matter of dispute:

BETWEEN

Shri Ram Kumar, Slo. Shri Radhey Shyam through Shri Ravinder Singh, Labour Adviser, B-2 125, Janakpuri, New Delhi-110018.

Versus

Manager,
Punjab and Sindh Bank,
Lothian Road, Kashmiri Gate,
Delhi-110006.

APPEARANCES:

Shri Ram Kumar in person. Shri S. S. Sharma for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012[334]91-SR (B-II) dated 20-4-1992 has referred the following industrial dispute to this Tribunal for adjudication:

"Whether the action of the management Punjab and Sind Bank in terminating the services of Shri Ram Kumar is justified? If not, to what relief is the workman entitled?"

2. Parties to this dispute have arrived at a settlement and the workman has made statement that he received appointment letter from the management and he did not want to proceed further with this dispute. He further stoted that a No dispute award may be giben in this case. In view of this situation no dispute exist between the parties and no dispute award is, therefore, given in this case leaving the parties to bear their own costs.

10th October, 1995.

GANPATI SHARMA, Presiding Officer.

नई दिल्ली, 24 नवम्बर, 1995

का.स्रा. 3280—-प्रोद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के स्रतुभरण में, केन्द्रीय सरकार स्टेट बैंक प्राफ पटियाला के प्रबन्धतंत्र के संबध नियोजकों स्रौर उनके कर्मकारों के बीच, स्रजुबन्ध में निर्दिष्ट स्रोद्योगिक विवाद में केन्द्रीय सरकार घोद्योगिक प्रधिकरण, चण्डीगढ़ के पंचपट को प्रकाणित करती है, जो केन्द्रीय सरकार को 23-11-95 को प्रान्त हम्रा था।

[संख्या एल-12012/168/90-आई भ्रार बी-III/बी 1] त्रज मोहम, उँस्क श्रधिकारी

New Delhi, the 24th November, 1995

S.O.3280.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of Patiala and their workmen, which was received by the Central Government on the 23-11-95.

[No. L-12012|168|90-BIII|BII BRAJ MOHAN, Desk Officer

ANNEXURE

BEFORE SHRI S. R. BANSAI, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. ID 149|90 Abhey Singh Vs. State Bank of Patiala For the Workman: D. L. Sikka
For the Management: N. K. Zakhmi

AWARD

Dated 2nd November 1995

In exercising of the powers U[S 10(1)(d) of the Industrial Disputes Act 1947 (for short called as the Act), Central Govt. vide No. L-12012|168|90-1R(B-3) dated 25th October 1990, has referred the following dispute to this Tribunal for adjudication:—

"Whether the action of the Management of State Bank of Patiala in relation to their Bhiwani Branch, in terminating the services of Shri Abhey Singh, Watchmancum-Peon w.e.f. 10-5-86 is just, fair and legal? If not, to what relief the workman is entitled to and from what date?"

On receipt of the reference, notices were issued to the workman as well as to the management. The workman appeared and submitted his statement of claim in which he stated that he was considered fit for the post of watchman-cum-peon by the management after completing all the formalities and he joined his duty at Bhiwani Branch on 15-11-1985. His probation period was to expire on 14-5-86. According to him, during the period of his probation his work and conduct was satisfactory and there was no complaint against him. However the management, vide letter No. R-II Staff 12093 dated 10-5-1986, terminated the service of the workman, without following the procedure as laid down in the service conditions governing the 'workman'. No charge sheet was given nor any enquiry was held. He was also not given any opportunity to explain his position. The workman alleged his termination to be illegal, arbitrary. He demanded his reinstatement with continuity of service and backwages and other consequential benefits.

The management resisted the claim of the workman. The plea of the management in the written statement filed is that the confirmation of the workman was to take place w.e.f. 15-5-86 subject to obtaining the satisfactory character certificate and antecedent verification report from the district authorities. Accordingly, the matter was up with Senior Supdt. of Police, Bhiwani to supply the above information report. The management bank was advised by the police authorities that the workman was involved in a case No. 203 dated 17-7-1981 UIS 145|506 IPC and he was acquitted on 23-4-1982 by giving benefit of doubt due to eve witnesses turning hostile. The police authorities did not certify the character and antecedent report as satisfactory. According to the management, the workman concealed this material fact while giving information for employment in

his application as well as at the time of joining his service, and therefore, his services were terminated as he was not found fit for confirmation in the service of the bank. It was also pleaded that an undertaking is also taken from all the employees who propose to join the service of the bank after selection that no material fact has been concealed from the bank while applying for the post in the bank. But as noticed above, the workman concealed the above noted fact. It was, therefore, pleaded that the order of termination is perfectly legal and valid.

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The workman submitted replication controverting the allegations of the management in the written statement and reiterating his earlier pleas.

The workman submitted his affidavit Ex. WI and appeared in the wimess box as WWI. He admitted during cross-examination that he was one of the accused in the criminal case and was acquitted on the basis of benefit of doubt. He also admitted that he did not intimate this fact to the bank authorities. He also admitted that he did not mention this fact in the claim statement filed in the court.

The management produced affidavit Ex. M1 of Ashok Mehta who appeared as MW1 and also produced Ex. M2 report of Senior Supdt. of Police Bhiwani dated 16-12-1985. Ex. M3 is again the copy of the same report. Ex. M4 is the report of the SHO Police Station Bhiwani dated 7-3-86 on the application of the bank authorities. Ex. M5 is the copy of the termination letter.

The facts are not disputed in this case. It is admitted position on the record that a criminal case was pending against the workman at the time or his submitting the application for the job in the bank in which he was later on acquitted on account of benefit of doubt as eye witnesses had turned hostile. It is also not disputed that the workman did not reveal this fact in the undertaking given to the bank. It is also matter of record that the workman was not recommended for the issuance of the arms licence on account of the pendancy of the said case and his character and antecedent were not verified to be proper by the police authorities. It is also not disputed that the workman was on probation for a period of six months and his scrvices were terminated before the expiry of the said period. The only groupe of Shri D. L. Sikka, the learned representative of the workman is that the workman was not afforded opportunity of hearing. He contended with some amount of vehemence that the workman was entitled to opportunity of The management did not call for his explanation nor gave any show cause notice nor held any enquiry against him. This according to him has resulted in the termination order to be illegal. According to him, the workman was never convicted. I however, do not find any meric

in this submission. The workman was admittedly on probation upto 14-5-85. It is stipulated in the appointment letter that his confirmation will be subject to verification of his antecedents. It is clear from Ex. M1 that the workman was involved in a criminal case. Ex. M2, Ex. M3 and Ex. M4 are the reports of the police authorities. It is also the case, that the workman was acquitted for want of evidence. This fact was concealed by the workman, while getting the job in the bank. It was reported by the Supdt. of Police, Ex. W2 that the workman can not carry a gun. The workman was appointed as a watchman and without a gun. the duties of the watchman can not be discharged. The workman was on probation, he had no right to the job. The workman had not rendered 240 days of service. He is not entitled to the protection of Section 25-F of the Act. The persual of Ex. M5 copy of the termination order shows that the services of the workman were terminated in accordance with terms and conditions of the appointment letter and also as his character and antecedents given by the Superintendent Bhiwani shows that he remained involved in a criminal case and his character was found to be unsatisfactory. He also concealed this fact.

For the aforesaid reasons, there is no illegality in the order of termination passed by the bank. The workman is therefore, not entitled to any relief. The reference, shall stand answered against the workman accordingly.

Appropriate Govt, be informed. Chandigarh. 2-11-1995.

S. R. BANSAL, Presiding Officer

नर्ड दिव्ली, 24 नदस्वर, 1995

का. आ. 3281 प्रौद्योगिक विवाद ग्रिधिनियम, 1947 (1947 का 14) जी धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल रेलवे के प्रबन्धनंत्र के संबंध रियोजको और उनके कर्मकारों के बीच, अनुबन्ध में निव्धित श्रीकोगिक विवाद में केन्द्रीय सरकार औद्यौगिक अधिकरण, जबलपूर के पंचपत को प्रकाशित करनी हैं, जो केन्द्रीय सरकार को 23-11-95 को प्राप्त हुआ था।

[संस्था एल-४1012/65/92-धी-2(बी)आई आप वी आई] ब्रज संहत, ईस्क श्रीधकारी

New Delhi, the 24th November, 1995

S.O. 3281.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government bereby publishes the Award of the Central Government Industrial Tribunal. Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Railway and their

workman, which was received by the Central Government on the 22-11-95.

[No. L-41012|65|92-D-2(B)|IRBI] BRAJ MOHAN, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case Ref. No. CGIT|LC(R)|83|93

BETWEEN

Shri Amritlal Mithai Lal, Bhayen Nagar, Bengla Line No. 1 Katni, District Jabalpur (M.P.)-482001.

AND

The Divisional Railway Manager, Central Railway, Jabalpur (M.P.)-482 001.

PRESIDED in: By Shri Arvind Kumar Awasthy

APPEARANCES:

For Workmen-None.

For Management -Shri Shailesh Kumar Mishra, Advocate.

INDUSTRY: Railways DISTRICT: Jabalpur (M.P.)

AWARD

Dated, the 30th October, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-41012|65|92-D-2(B) dated 9-9-1993, for adjudication of the following industrial dispute:

SCHEDULE

- "Whether the action of the management of Central Railway, Jabalpur (M.P.) in terminating the services of Shri Amritlal Mithal Lal w.e.f. 31-3-87 is justified? If not, what relief he is entitled to?"
- 2. Workman has not appeared in spite of the service of the various notices. Workman has not filed the statement of claim. Management has prayed to pass a no dispute award.
- 3. In the aforesaid circumstances, it is clear that the workman is not interested in pursuing the matter. Consequently, no dispute award is passed. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 24 नवम्बर, 1995

का. श्रा. 3282 श्रौद्योगिक विवाद श्रिधिनियम, 1947 (1947 का 14) की धारा 17 के श्रनुसरण में, केन्द्रीय सरकार वैस्टर्न रेलवे के श्रवन्धतंत्र के संबद्ध नियोजकों श्रीर उनके कर्मकारों के बीच, श्रनुबन्ध में निर्दिष्ट श्रौद्योगिक विवाद में केन्द्रीय सरकार श्रौद्योगिक श्रिधकरण, बस्बई नं. 2 के पंचपट को प्रकाणित करती है, जो केन्द्रीय सरकार को 22 नवस्बर, 1995 को प्रकाणित हुआ था।

[संख्या एल-41025/1/94-1 आई म्रार बी छाई] अज मोहन, डैस्क ग्रीधकारी

New Delhi, the 24th November, 1995

S.O. 3282.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal. Bombay-2 as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Western Rly., and their workmen, which was received by the Central Government on 22-11-1995.

[No. L-41025|1|94-IRBI] BRAJ MOHAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY PRESENT:

Shri S. B. Panse, Presiding Officer.

Reference No. CGIT-2|8 of 1964

Employers in Relation to the Management of Western Railway, Bombay.

AND

Their Workmen

APPEARANCES:

For the Employer: Mr. V. Narayanan, Advocate.

For the Workmen: Mr. M. B. Anchan, Advocate.

Bombay, dated 9th November, 1995

AWARD

The Government of India Ministry of Labour by its letter dt. 31st January, 1994 No. L-41025; 1[94--IR(BU) had referred to the following industrial dispute for adjudication.

SCHEDULE

"Whether the action of the Railway administraton in not granting allotment grade of Rs. 110-180 [as Rs. 260-400 (RS.)] Rs. 950-1500 (RPS) to tally clerks namely S|Shri A. N. Neelkanthan, B. B. Singh and IV Gopalan w.e.f. 1-10-1972 is justified? What relief should be granted?"

- 2. The union by its statement of claim (exhibit-2) contended that Neelkanthan, Singh and Gopalan were appointed as tally clerks in survey and construction department of the Western Railway administration in the scale of Rs. 105-135 (AS) since 1971. The railway board vide letter dt. 26-2-1972 had allowed higher scale of Rs. 110-180 (AS) to the tally clerks with retrospeective effect from 1-10-1972. The said order was implemented in all divisions of the Open Line organisation. But it was not implemented in the survey and construction department of the Western Railway. On the demand of the union the administration sent proposal for the implementation order to these workers w.e.f. board's 1-10-1972. The Board vide its letter dt. 11-8-1988 informed the administration that the order dt. 26-10-1972 is withdrawn.
- 3. The union submitted that the action of the board of withdrawal and annaling its earlier order is mala fide. The Gujarat High Court had granted such relief to tally clerks of survey and construction department which was implemented by the Board. Under such circumstances it is payed that the workers concerned may be given the grade w.e.f. 1-10-1972 and also entitled to seniority and promotion.
- 4. The management resisted the claim. It is submitted that the railway board's letter had specific target dates for completion of implementation were intended as one time exercise to rationalized the duties and the scales of pay of the effected staff. Meanwhile Central Pay Commission have gone into the duties and also alloted appropriate grades. It by its letter dt. 11-8-1988 clarified that the earlier letter is now no more in force and withdraw the same.
- 5. The management contended that the decision of the High Court is a Judgment in personam and not a Judgment in rem. It is aver that the workers are not entitled to the seniority as prayed for.
- 6. The union filed a rejoinder at Exhibit-7. It is contended that the reference was made with a joint application under section 10(2) of the Industrial Disputes Act of 1947. It is, therefore, cannot be said to be suffered from latches. It is aver that there is no justification for the management for not implementating the railway board's earlier order. It is ever that the Central Administrative Tribunal, Jaipur had also given a Judgement on 3-12-1993 and granted the same relief which is asked by these workers to one Kaushal 2889 GI|95-9

Kishor. He also belong to the same cadre of tally clerks. It is submitted that if the grade which is prayed for alloted to the workers they are entitled to the fixation of a seniority on its basis.

7. The issues that fall for my consideration and my findings thereon are as floows:

ISSUES

FINDINGS

1. Whether the action of the Railway The action is not administration in not granting allotinent grade of Rr. 110-180 (AS) 260-400 (RS) Rs. 950-1500 (RPS) to tally clerks namely Shri AN Neelkanthan, BB Singh & IV Gopalan w.c.f. 1-10-1972 is justified?

justified.

2. If not what relief they are entitle?

As per the order.

REASONS:

- 8. BB Singh (Exhibit-8) affirms for all the workers. It is not in dispute that these workers were appointed as a tally clerks in the year 1971. Singh, Neelkanthan and Gopalan were appointed as a tally clerks w.e.f. 1-11-1971, 22-9-1971 and 22-9-1971 respectively. Rita Hemrajan (Exhibit-11) the Divisional Personnel Officer of Western Railway, Bombay Central affrmed that the board by its letter dt. 11th of August, 1988 has with-drawn the matter of granting grade of tally clerks. It is, therefore, the board's earlier order for allotment of a grade Rs. 110-180 to tally clerk could not be implemented in survey and construction department. In her cross-examination she admitted that the case of these workers were clarified in 1985 and thereafter tht proposal was sent to the board for approval. At that time the proposal was rejected by the board because of the delay. It is pertinent to note that once a particular benefit is given to the workers then there was no reason for withdrawing the same It can be further seen that it is not fault of these workers at all. It is the management who did not comply with the orders. It is not the case of the management that the said circular was not applicable to these workers as their duty does not fall within the category specified therein. If really due to the heavy workload they could not have done the work in a stipulated time, the management could have sought extention for time which they did not. Their lapse or in other words inability to complete the work cannot be a reacon for denying the benefit to these workers.
- 9. It is not in dispute that there is a Judgement of the Guiarat High Court by which the workers were given the benefit of the said grade

later on. No doubt that Judgement cannot be said to be a Judgement in rem but the principles laid in the said Judgement has to be followed by this Court. It is nowhere suggested that the facts of that case are different from the facts before me. Admittedly they were the tally clerks and the present workers are also tally clerks. It can be further seen that the Central Administrative Tribunal of Jaipur had also granted the same relief which the union has sought in the present reference.

- 10. Rita Hemrajani tried to explain that the workers approach the High Court in 1976 for implementation of that order and the decision came in 1979. They effected the Judgement in 1984 and in 1989. In fact on its basis they could have given the relief to these workers to stop further litigation. It is not that the case of those workers and the present workers is different. For all these reasons I find that the action of the management for refusal of granting the scale which was earlier given to the workers namely 110-180 is not justified. It has to be given with effect from 1-10-1972 as per the said circular.
- 11. It is usedless to say that as they were not given the said benefit they could not be given the seniority which in fact they are entitled to. They are entitled to consequential promotions and monetory benefits. In the result I record my findings on the issues accordingly and pass the following order.

ORDER

- 1. The action of the Railway administration in not granting allotment grade of Rs. 110-180 (AS) Rs. 260-400 (RS) Rs. 950-1500 (RPS) to tally clerks namely Sishri AN Neelkanthan. BB Singh and IV Gopalan w.e.f. 1-10-1972 is not justified.
- 2. The Railway administration is directed to give the said scale to these workers w.e.f. 1-10-1972 and pay the dues on its basis.
- 3. The Railway administration is also directed to give the consequential promotions to them from 1-10-1972 from the dates their juniors got promotions.
- 4. No order as to cost,

S. B. PANSE, Presiding Officer

नई दिल्ली, 28 नवम्बर, 1995

का. श्रा. 3283 — जीद्योगिक विवाद श्रिणित्यम. 1947 (1947 का 11) की धारा 17 के श्रन्तरण में. केस्ट्रीय सरकार इंडियन ग्रायल कार्पोरेशन जि. के प्रबंधनंत्र के संबद्ध नियोजकों और उनके कर्मकारों के दीया. श्रन्तंत्र में निविष्ट औद्योभिक निवाद में, केन्द्रीत संस्कार औद्योगिक सिक्षिकरण, (सं. 2) धनवाद के पंचपट (भाग-1) की प्रकाशित करती है, जो बेन्हीय संस्कारकी 27-11-95 की प्राप्त हुया था ।

[संख्या-एल---30012/10/89-प्रार्ट, प्रार (विविध)] युज भाहन, देस्क प्रधिकारी

New Delhi, the 28th November, 1995

S.O. 5283.—In nursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Part-I) of the Central Government Industrial Tribunal (No. 2), Bombay as shown in the American in the Industrial Dispute between the employers in relation to the management of Indian Oil Corporation Ltd. and their workmen, which was received by the Central Government on 27th November, 1995.

[No. L-30012/10/89-IR(Misc.)] BRAJ MOHAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, SOMBAY

TRESENT:

Shri S. B. Panse, Presiding Officer.

Reference No. CGIT-2/22 of 1989

Employers in relation to the management of Indian Oil Corporation Utd., Bombay,

AND

Their workmen.

APPEARANCES:

For the Employer-Shri D. M. Utekar, Advocate.

For the Workmen-Shri L. M. Nerlekar, Advocate-

Bombay, the 10th November, 1995

AWARD

(Part-1)

The Government of India Ministry of Labour by its letter dated 26th July, 1989 No. L-30012/10/89-IR(Misc.) had referred to the following industrial dispute for adjudication.

SCHEDULE

"Whether the action of the management of Indian Oil Corporation Ltd., Bombay in terminating the services of Mrs. Sanjala M. Patel, Assistant w.e.f. 16th September, 1986 is legal and justified. If not, what relief the workman is entitled to?"

2. Sanjala Maytray Patel the worker was appointed as a typist/clerk with Indian Oil Corporation Ltd. from 3rd September, 1980. On 19th March, 1986 she was promoted as Assistant. She got married and her husbaad left for Maskat

- 3. Saniala applied for 54 days leave w.e.f. 10th February, 1986 ending with 5th April 1986 both days inclusive. The leave was granted to her. She also given permission to go to Maskat as asked for. It is not in dispute that she later on from time to time sont an application for extension of leave supported with medical certificates.
- 4. Sanjala by her letter dated 15th August, 1986 asked for 6 weeks extention of leave on medical grounds welf 15th October, 1986. The management by its letter informed her to appear before the doctor of the Common for medical check-un. Side replied the letter confunding she is ready to appear before the Doctor but due to in-health she could not do so and asked for further extention of have. The procedure configued. At last the management by its letter dated 7th 7th January, 1987 informed the worker as she remained absent from duty her services were terminated w.c.f. 16th

September, 1986 as contemplated under para 10.1 of the Standing Orders.

- 5. Sanjals informed the management that as soon as she is declared medically fit she will join the daties. Accordingly, after getting medically fitness on January 29, 1987 reported to duty on January 30, 1987. She was not allowed to foin the duties. Then she approached the Doctor of the Company He also asked her to take rest.
- 6. Sanjala preferred a writ petition before the High Court challenging her termination, which was rejected. She preferred an appeal before the Division Bench against the said order. She was allowed to agitate her dain before appropriate authority.
- 7. Sanjala challenged her termination as allegal as it ins retrospective effect. She contended that it violates principles of natural justice. She pleaded that as no departs ental in quiry was held against her the termination is illegal. She pleaded the application of para 10.1 of the certified Stand ing Orders is illegal. She ascerted that the termination amount. to retrenchment and as there is no compliance of scelles. 25F it is void.
- 8. The management by its written statement (Exh bit-s) denied the claim of the worker. It is ascerted that the letter dated 7th January, 1937 wriden by the management is only the tacid expression of para 10.1 of the certified Standing Orders which came into play as the worker himself abandes the services. It is submitted that there is no application of Section 25F of the Industrial Disputes Act. It is over that the principles of res-judicata are applicable to the present reference in view of the decision of the High Court which rejected writ petition of the worker. It is submitted that the worker was not sick as alleged and she as gainfully eraployed. It is ascerted that the management had rightly applied paragraph 10.1 of the Standing Order and there was no need for holding departmental inquiry. We is pleaded that if the Tribunal comes to the conclusion that the application is improver then the management should be given an opportunity to support its action by leading evidence.
- 9. My Learned Predecessor framed usues at exhibit-6. it can be seen that at Exhibit-12 the management gave an application for framing preliminary issue regarding the neglection ability of the reference and the prelimination of the Tribut δ The Tribunal passed an order that the contention raised in that application will be considered at the time of deciding the reference. The issues and my findings thereon are as follows:

ISSUES

CUNDINGS

ÌYO

- Whether the employed Smt. S.M. Pat.! is deemed by her conduct to have abandoned her service of the Company as contamplated under 10(1) of the Certifical standing order of the commany 9
- Yes, it terminated SPINICES.

2. Whether the commany did not rerminate the service of the said employee?

ASSUPS.

FINDINGS

No.

Part-II Award.

retrenchment.

Does not amount to

- 3. Whether the termination of sorvice of the stid employee did not amount to her retranchment
- from service? 4. Whether the standing order 10.1
- in question is contrary to, and inconsiders with the Industrial Employment (Standing Order) Act, 1946, or the Model standing order framed Thereunder ?
- 5. Whether the termination of the service of the said employee is illegal, unjust and improper for the grounds/any of the grounds/ mentioned by her in para 19 of the statement of claim?
- 6. If so, to what relief she is entitled?

7. Wout Awara?

Part-II Award, Part-II Award.

ADDITIONAL ISSUES U. Whether the reference is bit by

Nυ

principle of resindicata? 9. Whether the reference is not in untamplie?

Maintainable.

10. Whether the Yilbanal had junsdiction to try the same?

Yes.

REASONS

- 10. Samala (Exhibit-9) filed her affidavit by way of Examination in Chief on 27th June, 1991. Thereofter she remained absent. She did not offer herself for cross-examina-The result is that it has to be said that there is no and evidence on behalf of the worker.
- 11. L. K. Sharma the Deputy Manager deposed at Exhibit 16. He aftirmed many things which in fact he should not. For instance paragraph 2 & 3 of the examination in chief and some words in his affectivit. Leaving aside this aspect it has to be said Sharma challenged the genuineness of the cortificate and sickness of Sanjala when she was abroad. He affirmed that Sanjala abandon the duties and therefore paragraph t0.1 of the certified Standing Order her services were terminated.
- 12. Paragraph 10.1 of the Standing Orders (Exhibit 8/16) reads as follows:
 - "If a workman remains absent beyond 21 days contiauously without prior permission or intimation shall be treated to have voluntarily abandoned the Cor-porations services and the Competent Authority shall intimate him accordingly at his last known address on record."
- 13. It is clear from the abovesaid para that the worker who remains absent beyond 21 days continuously without prior permission or intimation shall be treated to have voluntarily abandoned the services. Now it is to be seen that whether the workman had complied with the said order or not. From the correspondence which is at exhibit 7 & 8 it reveals that her first leave was sanctioned leave when she left for Maskat. Later on the sent an application supported with medical certificate for extension of leave. That practice continued. At last the management decided to take action against her and sent a letter asking her to appear before the doctor of the company. She also replied that letter and informed her inability to attend before the Doctor due to sickness.
- 14. On 25th November, 1986 (Exhibit 7/8) the management directed the worker to join the duties from 12th December, 1986. She received the letter on 17th December, 1986. She replied the same immediately that is on 18th December. 1986 (Exhibit 8/14). It annears that by the said letter she informed the management that she is not well and foin duty after finding fit. In other words this letter (18th December, 1986) is an intimation given to the management regarding her absentism. It is not that she did not comply with the requirement contemplated under naradraph 10.1 of the Stending Online. If this is no the action of the management. which is taken under Standing Order paragraph 10.1 is not Justified.

13. It can be rettlef seen that typ. Otekar the Leafned advocate for the management time and again argued that the transagement had not terminated the services of the Worker bar had taken action under paragraph 10.1 of the Standary Order. The fetter seat by the management dated 7th randary, 150/18 only a tacid expression of the said para. I am not inclined accept this. It is occause the last para of the said tener (fixing) 7/10) reads as follows:

"In view or the above we have no other alternative but to terminate your service with enect from 10th september, 1700 i.e. the date from which you are continuously and manuforisedly absent, for having voluntarily abandoned the services of this 'Orporation by you as per item 10.1 of the "Standing Orders" applicable to the workmen of this Corporation."

10. It is creat from the missischeme, that the management had no architected out to terminate her services, in other words me management had taken the artion of termination of the services. It ready the management wanted to rely only hoof paragraph 10.1 men mey could have include that in works, herself terminated the services due to abandonment as contemplated in me said para but that is not so. Prence it has to be said that it was a termination. As it is a pumishment and carried out without without any domestic inquiry.

17. The learned advocate for the management in his written argument and in oral submissions, placed tenance on stapper Engineering Etd., V/S. P. P. Prunde 17/5 I LED 5/7 and the workmen of the shore Tyre and knowled Company of maia rvt. Ltd., V/S. The management and OFS. I LED 5/8 and the workmen of the shore that it the Court comes to the concrusion that he principles of matthal justice were not tonowed in a domestic inquiry then the management has to be given an opportunity to led evidence to substantiate its action. In knoper engineering case their Lordship have coserved that a case of defective inquiry stands on the same footing as no inquiry. Here in this case there was no domestic inquiry. Naturally the management has to be given an opportunity to justify its action.

18. The management time and again placed reliance on bangmain and canadic Company V/s. Vankatya 1963 II CJ, 056. In that case the relevant standing order of the estatonshment which were reproduced in the said Judgement are unterent from the Standing Orders which I have referred to above. There is no mention of intimation in the Standing Order of the case on which the Learned Advocate for the management wants to refy. Naturally the principles laid down in the above said authority had no application at all.

19. The management also relied on Hakes case 1995 I LLN 929. That was a case in which the worker remained absent without permission of the management. He sent medicar certificates to substantiate his contention that he was sick and could not attend the duties. Their Lordship doubted his bonance. In that case the Labour Court upheld the contention or the management that the services of the worker can be terminated in view of the service rules. While deciding the matter it was argued before their Lordship that no domestic inquiry was held while taking the action against the worker. His Lordship came to the conclusion that in view of the actions of the worker it did not lie in his mouth to claim that the action taken by the management is incorrect in view or not holding domestic inquiry. The facts are quite different. In view of the abovesaid discussion I find that when a punitive action is taken against the worker a domestic inquiry is a must. Now in view of the settle principles of law the management has to be given an opportunity to led evidence to substantiate its case.

20. There is nothing on the record to show that the Standing Order 10.1 in question is contrary and inconsistent with the Industrial Employment (Standing Orders) Act of 1946 or the Model Standing Orders framed thereunder. It can be further seen that as the action was taken by the management under 10(1) of the Standing Orders it is not a retrenchment as contemplated under section 25F of the Industrial Disputes Act.

21. It is argued on behalf of the management that the reference is hit by principles of res-judicata. According to it

m the writ pedition filed by the worker her claim was rejected and the termination was held proper. She cannot agitate the same point. I am not inclined to accept this contention because an appear was fined against the rejection of the writ pedition filed by the worker her claim was rejected and the termination was held proper. She cannot agitate the same point. I am not inclined to accept this contention because an appear was fined against the rejection of the writ pedition filed by the worker her claim was rejected and the termination was held proper. She cannot agitate the same point. I am not inclined to accept this contention because an appear and which came before hearing before the Division because the last para of the same point. The certified copy of the order is at exhibit 18. Their pedition filed by the worker her claim was rejected and the termination was held proper. She cannot agitate the same point. I am not inclined to accept this contention because an appear which came before hearing before the Division because the last para of the same point. I am not inclined to accept this contention because an appear against the rejection of the writer and the same point. I am not inclined to accept this contention because an appear against the rejection of the writer and the same point. I am not inclined to accept this contention because an appear against the rejection of the writer and the same point. I am not inclined to accept this contention because an appear against the rejection of the writer and the rejection of the writer and the same point. I am not inclined to accept this contention because an appear against the rejection of the writer and the same point. I am not inclined to accept this contention because an appear against the rejection of the writer and the same point. I am not inclined to accept this contention because an appear against the rejection of the writer and the same point. I am not inclined to accept this contention because an appear against the rejection of the writer and the same

"The learned single large is correct when he says in his impugned order that in the writ petition before him several highly disputed questions of fact arise which cannot be gone into a writ petition.

Needless to say it will be open to the appellant to initiate appropriate proceedings in the appropriate forum."

22. Their Lordship permitted the workman to initiate the appropriate proceedings in a appropriate form. This itself goes to show that she permitted to challenge her termination which she claim to be illegal. Under such circumstances the order of his Lordship which rejected the writ petition No. 1567 of 1987 cannot be said to be in existence. In other words his Lordship observation that it cannot be said that the termination of services are illegal inspite of the letter rejecting her leave application signed by the first party. The management cannot take these observations as in existence in view of the order passed in an appeal to agitate that now the reference is hit by the principles of res-judicata and is not maintainable. As this is so the matter being of a termination of a worker it has to be treated as an Industrial dispute as contemplated under Industrial Disputes Act. As this is so the Tribunal has jurisdiction to try the same

23. For the above said reasons it is not necessary to discuss at this juncture regarding whether the medical certificates are genuine or not, whether the retrospective termination is legal and justified and that whether the action of the management terminating the services are justified. For all these reasons I record my fludings on the issues accordingly and pass the following order.

ORDER

The management is permitted to led evidence if it chooses to substantiate its action of termination of services of the worker.

Dated: 10-11-1995.

S. P. PANSE, Presiding Officer

नई दिल्ली, 29 नवम्बर, 1995

का. आ. 3284 — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बम्बई पोर्ट ट्रस्ट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार आद्योगिक अधिकरण, नं. 2, बम्बई के पंचपट को प्रकाशित करती हैं, जो केन्द्रीय सरकार को 27-11-95 को प्राप्त हुआ था।

[संख्या एल-31011/23/92—-आई आर (विविध)] वी. एम. डेविड, डैस्क अधिकारी

New Delhi, the 29th November, 1995

S.O. 3284.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Bombay as shown in the Annexure, in the industrial dispute betwen the employers in relation to the management of Bombay Port Trust and their workmen, which was received by the Central Government on 27-11-1995.

[No. L-31011/23/92-IR (Misc.)] B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT:

Shri S. B. Panse, Presiding Officer.

Reference No. CGIT-2/76 of 1993

Employers in relation to the management of Bombay Port Trust

AND

Their Workmen.

APPEARANCES:

For the Employers-Shri C. D. Nargolkar, Advocate.

For the workmen,--Shri P. G. Uparkar Representative. Bombay, the 13th November, 1995

AWARD

The Government or India, Ministry of Labour, New Delhi by its letter No. L-31011/23/92-IR (Misc.) dated 1-10-1993 had referred to the following industrial dispute for adjudi-

- "Whether the demand of the BPT Mazdoor Saugh that general category workman such as Carpenter, Fitters. Masons, Plumber, Mazdoors etc. should be included in the rotation transfer scheme and should be transferred to different sections by rotation on yearly basis, is justified? If so, what relief, are the workman concerned entitled to?"
- 2. The General Secretary of Bombay Port Trust Mazdoor Sangh filed a statement of Claim. It is contended that the General Category workmen who are working in Chief Engineers Department at Sassoon Dock, Colaba, have to face difficulties on different counts. They have to spend much of the time for attending place of work from V. T. station to Colaba and have to spend much amount on bus fare. To avoid these difficulties or to minimise the difficulties the general category workmen had jointly sent representation on 28-01-1988 to the management. They contended that the rotation system should be extended to the categories such as the Carpenters, Masons, Fitters, Plumbers etc. which is now in existence for some categories. It is further submitted that on rotation basis these category workmen should be transferred to Indira Dock Section, Princess Dock Section, Bunder Dock Section on yearly basis.
- 3. The union also contended that the travelling allowances are paid to the workers of MOT working in Butcher Island, such an allowance should be paid to the workers posted at Sasson Dock Section.
- 4. It is also contended that the transport arrangements which are made to other departments should be also made for the workers from V. T. Station to the Sasoon Dock, Colaba It is submitted that by doing so the management is practising unfair labour practise. The Sangh therefore prayed that the rotation system should be extended to other categories, travelling allowance should be paid to the Carpenters, Fitters, Masons, Plumbers etc. and the transport arrangements from the Staff Van, Motor lorries etc. should be made from V. T. Station to Sassoon Dock to the general category workmen with other relicfs.
- 5. The management resisted the claim by the written statement Exhibit-3. It is submitted that there is no rotation system on an yearly basis in existence for categories such as Works Inspector, Chargemen etc. As such there is no question of any discriminatory treatment being given to the other categories. It is emphatically denied that there is a rotation system existing in some category for the Dock workers. It is stated that the facility of the transport given to some categories is on quite different footing and it is not concerned with the workmen concerned in this reference. It is submitted that the demand made in the clause are outside the terms of reference and deserves to be rejected.
- 6. The issues that fall for my consideration and my findings therefore are as follows:

ISSUES

FINDINGS

1. Whether the demand of the BPI Mazdoor Saugh that general category workmen such as Carpenter, Fitters, Masons, Plumbers, Mazdoors etc. should be included in the cotation transport scheme and be transferred to different sections on an early basis is justified?

should Nο

If so what relief are the working concerned entitled to ? Does not

survive.

REASONS

7. The Union and the Management filed purshis at Ex-5 and 6 respectively. They informed that they do not want to lead any oral evidence in the matter.

8. It is denied by the management that there is existence of rotation system in the docks. Now it is necessary for the union to establish that such a system is in existence and their demand to implement the same to some categories of workmen is justified. To prove this count the union had not adduced any documentary evidence nor lead any oral evidence. Naturally it is to be stated that the demand which is made by the union cannot be said to be in existence and the demand of some category of workmen to be included is incorrect.

- 9. Both the parties have 1!ed written arguments. The Union have filed documents alongwith the Exhibit-4 which relates to their representation through letter to Chairman and the proceedings which took place before the Asstt. Labour Commissioner. They do not help the union to establish the case.
- 10. It is rightly argued on behalf of the management that the other demands of the union such as Iravelling Allowance and giving of the facilities of transport from V. T. station to Docks are outside the scope of reference. They cannot be also said to be Anciliary reliefs of the reference.
- 11. For all these reasons I record by findings in the issues accordingly and pass the following order:

ORDER

- 1. The demand of the BPT Mazdoor Sangh with general category workmen such as Carpenter, Fitters, Masons, Plumbers, Muzdoors etc. should be transferred to different sections by rotation on yearly basis is not justified.
- 2. No order as to Costs.

Dated: 13-11-1995.

S. B. PANSE, Presiding Officer

नई दिल्ली, 29 नवम्बर, 1995

का. आ. 3285 ---आँद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अम्बई पोर्ट ट्रस्ट के प्रबन्धतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनबंध में निर्दिण्ट आंद्योगिक विदाद में केन्द्रीय सरकार शौद्योगिक अधिकरण नं. 2, बम्बई के पंचपट को प्रकाणित करती है, जो केन्द्रीय सरकार को 27-11-95 को प्राप्त हुआ था।

> [संख्या एल--31011/4/91--आई आन् (विविध)] वीं. एम. डेबिड , इंस्क अधिकारी

New Delhi, the 29th November, 1995

S.O. 3285,-In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bombay Porst Trust and their workmen, which was received by the Central Government on 27-11-1995.

[No. L-31011/4/91-IR (Misc.)] B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT:

Shri S. B. Panse, Presiding Officer.
Reference No. CGIT-2/24 of 1992

Employers in relation to the management of Bombay Port Trust,

AND

Their Workmon.

APPEARANCES:

For the Employers—Shri M. B. Anchan, Advocate.

For the Workmen—Shri S. R. Wagh Advocate for Transport and Dock Workers Union.

Shii Japrakash Sawant Representative for BPT Employees Union.

AWARD

Bombay, the 14th November, 1995

- 1. The Government of India, Ministry of Labour, by its letter No. L-31011/4/91-IR (Misc.) dated 8-0-1-92 had referred to the following industrial disputes for adjudiction.
 - "Whether the action of the management of Bombay Port Trust, Bombay is justified in effecting change in service conditions of Stall of Water Section, GWSD on rotation system 7. If not, to what relief are the workmen entitled to ?"
- 2. The Secretary of Transport and Dock workers anion, Bombay filed a statement of claim at Ex.-2. It is contended that the B.P.T. issued a notice of change of service conditions dated 2-2-1989 as per section 9-A of the industrial Disputes Act of 1947, The proposed change is adversely affecting the service conditions of the workers of Water Section, general workers, South Division (GWSD).
- 3. On 20th February, 1989 the union opposed such a change on the ground that the existing practice is smoothly working. The practice is continued with consultation of all. One union is pressing the BPT to introduce the proposed change in service under the threat of strike.
- 4. The present practice is working smoothly to the sattefaction of the B.P.T. and workmen. Therefore the same was also introduced in other departments of B.P.T. namely GWND. It is submitted that the frequent rotation of the scale will effect the smooth working of the section and will adversely allect the interest of the port users and other staff working in office and residing in port trust quarters. The proposed change is against the interest of the B.P.T. administration also. It is also submitted that it will affect the promotional opportunities. It is pleaded that for the past the same issue of transfer of workers from one section to another in GWSD discussed between the B.P.T. and the union. At that time the administration in clear cut terms stated that the existing system is working satisgaetorily and did not warrant any change. It is therefore the reference may be answered accordingly.
- 5. The B.P.T. filed its written statement at Ex. 5. It is contended that as per the present practice the Mazdoor of GWSD, Mazdoors from the roads section of GWSD are only transferred to water supply section as per the seniority in the section. Since the existence of overtime earning

exists more in water supply section the newly recruited mazdoor put to road section so that they can be transferred to water supply section. The other sections are facing inflicintly in getting mazdoors. It is submitted that the notice or change was issued on that basis. It is denied that the same notice was issued on the insistence of one union. It is asserted that its wrong to say that the present practice is running smoothly and there is no need for a change. It is submitted that the management may be allowed to effect the contents of the notice of change.

6. The Secretary of the B.P.L. employees thuon by pursus (Ex. 6) adapted and accepted the written statement of the management. The issued that fall for my consideration and my findings there on are as follows:

ISSUES

14NDINGS

1. Whether the action of the management of B.P.1. Bombay is justified in enecting change in service conditions of water section. GWSD on rotation system?

No

2. If not to what relief are the workmen entitled to?

Survive.

REASONS

- 7. The Advocate for the Transport and Ooes workers Chieff med a purms (J.A. a.) informing the 7-total that it does not want to lead oral evidence in the matter. The management also ofest the purms at L.s. 7 and declined to lead any contextuence in the matter. Surpriseous Sawain med alfidaya at Ex. 10 on benalt of the B.P.). Employees Union, reconfirmed the conditions taken by time in the written statement. He fried to establish that the change which is fried to be effected is just and proper. Fle also demed the suggestion that he wants that change to have the overtime and nothing more than that.
- 8. It is argued on behalf of the transport and Dock workers union that majority or the employees of that section me their numbers. There is rivalry between the union and the B.P.1. Employees Union. It is not in dispute, that the existing system is in existence for last forty years.
- 9. The Assistant alanager of B.P.I. by his letter dated 16-4-1500 informed to the Secretary Transport and Dock Workers Union that their Personnal Officer had clarified that the present system had been working satisfactority and add not warrant any change. While after two unions jointly involving the workable scheme of periodical fransfers, rotation of Mazdoor from one section to another the management would examine it with open mind. Any such scheme acceptable to both the unions have not been received by the management. There is no reference to show that both the unions had given the scheme which was acceptable to both of them. As this is so there is no reason for the management to change this stand which it had taken earlier, it is needless to say that the proposed notice of change was given by the management to avoid several difficulties.
- 10. Jaiprakash had relied upon the resolution No. 1581. Ihat resolution is of the year 1955, it gives a general guide line for a rotation and has nothing to do with the particular issue conveyed in reference. If really that resolution was to be implemented the management nor the unions would have kept mum for all these years.
- 11. It is argued on behalf of the transport and Dock Workers Union that nothing adverse is found in the existing system to which rotation to Water Section of GWSD calling for proposed change as per the notice dated 2.2-1989.
- 12. It has to be taken into consideration that the management did not lead any evidence to support its action namely the notice of change to service conditions. The Letter 1 have already referred to above clearly takes away the case of the management. It is rightly argued on behalf of the union that the management is satisfied with the present system but it had issued the notice due to undue influence of the other union. I find substance in it. If really the management wanted to establish this action they would have lead oral evidence but it had not done so. In the result I record my findings on the issues accordingly and pass the following order:

ORDER

- The action of the management of B.P.1. Bombav is not justified in effecting change in service condition of Staff of Water Section, GWSD on rotation system.
- No order as to costs. 2. Dated: 14-11-1995.

S. B. PANSE, Presiding Officer

नई दिल्ली, 39 नवम्बर, 1995

का, अ. 3286 --- ओद्योगिक विवाद अधिनियम. 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय संस्कार डण्डियन रेपर अर्थस लि. के प्रबंधनंत के संबद्ध नियोजको और उनके कर्मकारो के बीच, अव्बंध में निर्दिष्ट औद्योगिक विवाद में आहांगिक अधिकरण के पचपट का प्रकाणित करती है, जो केन्द्रीय सरकार की 23-11-95 की प्राप्त हुआ था।

> [संख्या: एल--29012/31/93-आई आर (विविध) बी, एम, डेविड, डैम्क अधिकारी

New Delhi, the 29th November, 1995

S.O. 3286.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industria Tribunal. Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Indian Rare Earths Ltd. and their workman, which was received by the Central Government on 23-11-1995.

> [No. L-29012/31/93-IR (Misc.)] B. M. DAVID, Desl. Officer

ANNEXURE INDUSTRIAL TRIBUNAL ORISSA, BHÜBANESWAR PRESENT:

Sri P. K. Panigrahi, Presiding Officer, Industrial Tribunal, Orissa, Bhubaneswar.

Industrial Dispute Case No. 50 of 1994 (Central) Bhubaneswar, the 8th November, 1995

BETWEEN

The management of M/s. Indian Rare Earths Ltd., (OSCOM), P.O. Chhatrapur, Disi. Ganjaon

.. First Party-management

AND

Their workmen represented through Rare Earths Employees' Union P.O. Matikhalo, Dist. Ganjam

.. Second Party-workmen.

APPEARANCES:

Sri S. K. Patra, Asst. Manager (Personnel) -- For the 1st Party-management,

None---For the 2nd Party-workmen.

ORDER

The Government of India in the Ministry of Labour have referred the following dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (Cde their Notification No. I-29012/31/93-YR (Misc.) dated 10-8-94):

"Whether the action of the management of Indian Raps Earths I td. is justified in not granting Formed Leave!

Annual Leave to 5 unskilled workers as per list as appended below? If not, to what relief they are entitled?"

 Sl. No.	Name of the workers	Code No.	Date of darisation
 1.	Sri B. Naik, U.S.W. 8(273)/91-BBS/B	3679	1-1-86
2.	Sri D. Nayak, 8(192)/91-BB\$/B	3670	1-7-83
3.	Sri A. K. Sahu N(249)/91-BBS/B	3763	1-11-86
4.	Sri P. Pradhan, 8(129)/91-BBS/B	8/W-3248	1-7-33
5.	Sri M. K. Nayak 8(261)/91-BBS/B	3707	1-1-86

2. Neither party chose to file statement of claim or written statement nor was any stop taken to enter contest despite opportunities given by the Tribunal. The dispute cannot be settled in the absence of the parties. As the parties do not evince any interest to proceed with the case and in the absence of materials, I am constrained to hold that nothing remains pending for adjudication before this Tribunal to which the dispute has been referred. So long as the dispute remains amsettled and the proceedings come to an end without adindicating upon the dispute between the parties, there is no bar under the Industrial Disputes Act whereby the Government is precluded from referring the dispute over again so that there might be an industrial adjudication of the dispute as contemplated by the said Act. Remance is placed on the decision reported in Vol. 72(1991) C.L.T. 79

3. The reference is accordingly disposed of

Dictated and corrected by me.

Dated: 8-11-1995.

P. K. PANIGARHI, Presiding Officer

नई दिल्ली, 30 नवम्बर, 1995

का. आ. 3287 .—औद्योगिक विवाद अधिनियम. 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मिनरल एक्सप्लोरेशन कारपोरेशन के प्रबंधतंत्र के संबद्घ नियोजकों और उनके कर्मकारों के बीच, अनबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचपट को प्रकाशित करती है, जी केन्द्रीय सरकप्र को 28-11-95 को प्राप्त हुआ था ।

| संख्या एत--29012/2, 7, 8, 9, 10, 11, 12, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28/94 आर. (विविध)]

भी, एम, डेविड, डैस्क अधिकारी

New Delhi, the 30th November, 1995

S.O. 3287.—In pursuance of Section 17 of the Industrial Disputes Act. 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal. Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Mineral Explanation Corporation Ltd. and their workmen, which has received by the Central Government on 28-11-95.

> [No. 1.-29012/2, 7, 8, 9, 10, 11, 12, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28/94 IR/Misc.)] B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

PRESENT:

Sri A. Hanumanthu, M.A., L.L.B., Industrial Tribunal-I Dated, 23rd day of September, 1995 Industrial Dispute Nos, 15 of 1994 to 32 of 1994 and 88 of 1994 Industrial Dispute No. 15 of 1994

BETWEEEN

Sri Masood Pasha, Ex-Workman, MECL, H. No. 1-16-300, SC/10, Amar Automobile Opp; H. F. Petroleum, Industrial Area, Sirpur Kaghaznagar (PQ) Distt. Adilabad. . . Petitioner.

AND

The Project Manager, MECL (Kaghaznagar Project). C/o Mancherial Auto Centre, Bellampalli Road, Mancherial-504208, (District Adilabad).

.. Respondent.

The Government of India, Ministry of Labour by its Order No. L-29012/7/94-IR(Misc.), dated 4-4-1994 made this reference for adjudication of the diagnac annexed in the schedule which reads as follows:

"Whether the action of the Management of Sirpur Kaghennagar Project, M.E.C.J..., District Adilabad in retrenching the services of Srl Mesood Pasha in violtaion of Section 25-F of the I. D. Act is legal and justified? If not, to what relief the workman is entitled?"

This reference has been registered as Industrial Dispute No. 15 of 1994 on the file of this Tribunal.

Industrial Dispute No. 16 of 1994

BETWEEN

Sri B. Kumar Swamy, Ex-Workman, MECL, H. No. 1-16-300, SC 10 Amar Automobile, Opp. H. P. Petroleum, Industrial Aros. Sirpur Kaghaznagar (PO), Dist. Adilabad.

AND

The Project Manager, MECL (Kaghaznagar Project) C/o Mancharial Auto Centre, Bellampalli Road, Manchaerial-504208. . . . Respondent.

The Government of India. Ministry of Labour, by its Order No. L-20012/2/94-IR(Misc.). dated 4-4-1994 made this reference for adjudictaion of the dispute annexed in the schedule which reads as follows:

"Whether the action of the Management of Sirpur Kaghaznagar Project, M.E.C.L.. District Adilabad In retrenching the services of Sri B. Kumar Swamv, in violation of Section 25-F of the I.D. Act is legal and justified? If not, to what relief the workman is entitled?"

This reference has been registered as Industrial Disnute No. 16 of 1994 on the file of this Tribunal.

Industrial Dispute No. 17 of 1994

BETWEEN

AND

Sri K. Srinivasa. Ex-workman, MECL, H. No. 1-16-300, SC/10 Amar Automobile Opp. H. P. Petroleum, Industrial Area, Sripur Kaghaznagar (Pt)), Distt. Adilabad. . . Petitioner The Project, Manager, MECL (Kaghaznagar Project) C/o Mancherial Auto Centre. Bellampalli Road, Mancherial-504208,

(District Adilabad).

.. Respondent.

The Government of India. Ministry of Labour, by its Order No. L-29012/8/94-IR(Misc.), dated 4-4-1994 made this reference for adjudication of the dispute annexed in the schedule which reads as follows:

"Whether the action of the Management of Sirpur Kaghaznagar Project, M.E.C.L., District Adilabad in retrenching the services of Sri K. Srinivas, Ex-workman, in violation of Section 25-F of the I.D. Act is legal and justified? If not, to what relief the workman is entitled?"

This reference has been registered as Industrial Dispute No. 17 of 1994 on the file of this Tribunal.

Industrial Dispute No. 18 of 1994

BETWEEN

Sri V. Sreeramulu, Ex-Workman, MECL., H. No. 1-16-300, SC|10, Amar Automobile, Opp. H. P. Petroleum. Industrial Area.

Sirpur Kaghaznagar (PO), District Adilabad. .. Petitioner.

AND

The Project Manager, MECL., (Kaghaznagar Project), C/o Mancherial Auto Centre. Bollampalli Road, Mancherial-504208, (District Adilabad).

..Respondent.

The Government of India. Ministry of Labour by its Order No. 1-29012/9/94-IR(Misc.), dated 4-4-1994 made this reference for adjudication of the dispute annexed in the schedule which reads as follows:

"Whether the action of the Management of Sirpur Kaghaznagar Project, M.E.C.L., District Adilabad in refrenching the services of Sri V. Sriramulu in violation of Section 25-F of the I.D. Act is legal and justified? If not, to what relief the workman is entitled?"

This reference has been registered as Industrial Dispute No. 18 of 1994 on the file of this Tribunal.

Industrial Dispute No. 19 of 1994

BETWEEN

Sri D. Sreevardhan, Ex-workman, MECL., II. No. 1-16-300, SC/10. Amar Automobile. Opp. H. P. Petroleum, Industrial Area, Sirpur Kagheznagar (PO),

District Adilabad.

.Petitioner.

AND

The Project Manager (Kaghazuagar Project). C/o Mancherial Auto Centre, Bellampalli Road, Mancherial-504208

"Whether the action of the Management of Sirpur Kaghaznagar Project, M.P.C.I... District Adilabad in retrenching the services of Sri D. Sreevardhan, in violation of Section 25 F of the I. D. Act is legal and justified? If not, to what relief the workman is entitled?"

This reference has been registered as Industrial Dispute No. 15 of 1994 on the file of this Tribunal.

Industrial Dispute No. 20 of 1994

BETWEEN

Sri D. Vasanth Rao. Ev-w irkman MECI-H. No. 1-16-300, SC/10 Amer Automobile. Opp. H. P. Petroleum. Industrial Area. Sirpur Kaghaznagar (A.P.), District Adilabad.

. . Petitioner.

AND

The Project Manager (Kaghaznagar Project), C/o Mancherial Auto Centre, Bellampalli Road, Mancherial-504208. District Adilabad.

Respondent.

The Government of India, Ministry of Labour by its Order No. 1.-29012/11/94-IR(Misc.), dated 4-4-1994 made this reference for adjudication of the dispute annexed in the schedule which reads as follows:

"Whether the action of the Management of Sirpur Kaghaznagar Project, M.E.C.L., District Adilabad in retrenching the services of Sri D. Vasanth Rao in violation of Section 25-F of the I.D. Act is legal and justified? If not, to what relief the workman is entitled?"

This reference has been registered as Industrial Dispute No. 20 of 1994 on the file of this Tribunal.

Industrial Dispute No. 21 of 1994

BETWEEN

Sri B. Bandu, Ex-Workman, MECL, H. No. 1-16-300, SC/10, Amar Automobile, Opp. H. P. Petroleum, Industrial Area, Sirpur Kaghaznagar (PO), District Adilabad,

. Petitioner,

AND

The Project Manager, HECL (Kaghaznagar, Project) C/o Mancherial Auto Centre, Bellampalli Road, Mancherial-504208, District Adilabad).

.. Respondent.

The Government of India, Ministry of Labour by its Order No. L-29012/12/94-IR(Misc.), dated 4-4-1994 made this reference for adjudication of the dispute annexed in the schedule which reads as follows:

"Whether the action of the management of Sirpur Kaghaznagar Project, M.E.C.L., District Adilabad in retrenching the services of Sri P. Bandu in violation of Section 25-1 of the l.D. Act is legal and justified? If not, to what relief the workman is entitled?"

This reference has been registered as Industrial Dispute No. 21 of 1994 on the file of this Tribunal.

Industrial Dispute No. 22 of 1994

BETWEEN

Sr. R. Shyama Rao, Ex-workman, MECL, H. No. 1-16-300, SC/10, Amar Automobile. Opp. H. P. Petroleum, Industrial Area, Sirour Kaghaznagar (PO), District Adilabad.

. Petitioner.

AND

The Project Manager, MECL (Kaghaznagar Project) C/o Mancherial Auto Centre, Bellampalli Road, Mancherial-504208, (District Adilabad).

..Respondent.

The Government of India, Ministry of Labour, by its Order No. I-29012/16/94-IR(Misc.), dated 4-4-1994 made this reference for adjudication of the dispute annexed in the Schedule which reads as follows:

"Whether the action of the Management of Sirpur Kaghaznagar Project. M.E.C.L., District Adilabad in retrenching the services of Sri R. Shyama Rao in violation of Section 25-F of the I.D. Act is legal and justified? If not, to what relief the workman is entitled?"

This reference has been registered as Industrial Dispute No 22 of 1994 on the file of this Tribunal,

Industrial Dispute No. 23 of 1994

BETWEEN

Sri K. Mallesh, Ex-workman, MECL, H. No. 1-16-300, SC/10, Amar Automobile, Opp. H. P. Petroleum, Industrial Area, Sirpur Kaghaznagar (PO), District Adilabad.

- Petitioner.

AND

The Project Manager, (Kaghaznagar Project), C/o Mancherial Auto Centre, Bellampalli Road. Mancherial-504208, District Adilabad).

... Respondent.

The Government of India, Ministry of Labour, by its Order No. I-29012/17/94-IR(Misc.), dated 4-4-1994 made this reference for adjudication of the dispute annexed in the schedule which reads as follows:

"Whether the action of the Management of Sirpur Kaghaznagar Project, M.E.C.L., District Adilabad in retrenching the services of Sri K. Mallesh in violation of Section 25-F of the I.D. Act is legal and justified?

If not, to what relief the workman is entitled?"
This reference has been registered as Industrial Dispute No.
23 of 1994 on the file of this Tribunal.

Industrial Dispute No. 24 of 1994

BETWEEN

Sri M. Pocham, Ex-workman, MECL, H. No. 1-16-300, SC/10, Amar Automobiles, Opp. H. P. Petroleum, Industrial Area, Sirpur Kaghaznagar (PO), District Adilabad.

. . Petitioner.

AND

The Government of India, Ministry of Labour, by its Order No. 1.-29012/18/94-IR (Misc.), dated 4-4-1994 made this reference for adjudictation of the dispute annexed in the schedule which reads as follows:

"Whether the action of the management of Sirpur Kaghaznagar Project, M.E.C.L., District Adilabad in retrenching the estyices of Sri M. Pocham in violation of Section 25-F of the I.D. Act is legal and justified? If not, to what relief the workman is entitled?"

This reference has been registered as Industrial Dispute No. 24 of 1994 on the file of this Tribunal.

Industrial Dispute No. 25 of 1994 BETWEEN

Sri T. Lachariah, Ex-workman, MECL. H. No. 1-16-300. SC/10 Amar Automobile Opp. H.P. Petroleum, Industrial Area. Sirpur Kaghaznagar (PO) Distt. Adilabad.

... Petitioner.

AND

The Project Manager, MECL (Kaghaznagar Project) C/o Mancherial Auto Centre, Bellampalli Road, Mancherial-504208 (Dist. Adilabad).

... Respondent.

The Government of India, Ministry of Labour, by its Order No. L-29012/19/94-IR (Misc.), dated 4th April, 1994 made this reference for adjudication of the dispute annexed in the schedule which reads as follows:—

"Whether the action of the Management of Sirpur Kaghaznagar Project, M.E.C.L., District Adilabad in reretrenching the services of Sri T. Lachariah in violation of Section 25-F of the I.D. Act is legal and justified? If not, to what relief the workman is entitled?"

This reference has been registered as Industrial Dispute No. 25 of 1994 on the file of this Tribunal.

Industrial Dispute No. 26 of 1994 BETWEEN

Sri P. Shankar, Ex-Workman, M.E.C.L., H. No. 1-16-300, SC/10, Amar Automobiles, Kagaznagar Industrial Area, Sirpur Kagaznagar (PO), Distt. Adilabad.

Petitloner.

AND

The Project Manager, MECL (Kaghaznagar Project). C/o Mancherial Auto Centre Bellampalli Road, Mancherial-504208 (Distt. Adllabad).

... Respondent.

The Government of India, Ministry of Labour by its Order No. L-29012/20/94-IR(Misc.) (dated 4th April, 1994 made this reference for adjudication of the dispute annexed in the schedule which reads as follows:

"Whether the action of the Management of Sirpur Kaghaznagar Project, M.E.C.L., District Adilabad in retrenching the services of Sri P. Shanker in violation of Section 25-F of the I.D. Act is legal and justified? If not, to what relief the workman is entitled?"

This reference has been registered as Industrial Dispute No. 26 of 1994 on the file of this Tribunal.

Industrial Dispute No. 27 of 1994 BETWEEN

Sri T. Narayana, Ex-workman, MECL, H. No. 1-16-300 SC/10. Amar Automobile, Opp. H.P. Petroleum, Industrial Area, Stryur Kagharnager (OP), Distt. Adilabad

Petitioner.

AND

The Project Manager, MECL (Kaghaznagar Project). C/o Mancherial Auto Centre, Bellammalli Road, Mancherial-504208 (Adilebad District).

... Respondent.

The Government of India. Ministry of Labour, by its Order No. L-29012/21/94-IR (Misc.) dated 4th April. 1994 made this reference for ediudication of the dispute annexed in the schedule which reads as follows:

"Whether the action of the Management of Sirpur Kanharnauer Project, M.E.C.L., District Adilabed in retrenching the services of Sri. T. Narawana in violation of Section 25-F of the J.D. Act is legal and ineffect? If not, to what relief the workman is entired?"

This reference has been registered as Industrial Disnute No. 27 of 1994 on the file of this Tribunal

Industrial Dispute No 28 of 1994 BETWEEN

Srf K. Sribari, Ex-Workman, MECL, H. No. 1-16-300 SC/10 Amar Automobile, One J.P. Petroleum Industrial Acea Straut Kacharpagar (PO) Distr. Adilahad

Patitioner

AND

The Project Manager, MECL (Kaghaznagar Project)
C/o Managherial Auto Centre Belliamolli Roed
Managherial-504208 (Addiabed District)

... Respondent

The Government of India, Ministry of Labour, by its Order No. L-29012/23/94-IR(Misc.), dated 4th April, 1994 made this reference for adjudication of the dispute annexed in the schedule which reads as follows:

"Whether the action of the Management of Sirpur Kaghaznagar Project, M.E.C.L., Destrict Adalabad in retrenching the services of Sri. K. Srihari in violation of Section 25-F of the I.D. Act is legal and justified? If not, to what relief the workman is entitled?"

This reference has been registered as Industrial Dispute No. 28 of 1994 on the file of this Tribunal.

Industrial Dispute No. 29 of 1994

BETWEEN

Sri T. Krishna, Ex-Workman, MECL.,
H. No. 1—16-300 SC/10, Amar Automobile,
Opp. H. P. Petroleum, Industrial Area,
District Adilabad,
Sirpur Kaghaznagar. . . . Petitioner

AND

The Government of India, Moustry of Labour, by its Order No. L-29012/24/94-IR (Misc.), dated 4-4-1994 made this reference for adjudication of the dispute annexed in the schedule which reads as follows:

"Whether the action of the Management of Sirpur Kaghaznagar Project, M.L.C.L., District Addabadin retrenching the services of Sr. I. Krishna in violation of Section 25-F of the I. D. Act is legal and justified? If not, to what rehef the workman is entitled?"

This reference has been registered as industrial Dispute No. 29 of 1994 on the file of this Tribunal.

Industrial Dispute No. 30 of 1994

BETWEEN

Sri P. Ramu, MECL., Ex-Workman, H. No. 1—16-300 SC/10, Amer Automobile, Opp. H. P. Petroleum, Industrial Area, Sirpur Kaghaznagar (PO), Distt. Adilabad.

. . Petitioner

AND

The Project Manager, MECL (Kaghaznagar Project)
C/o Mancherial Auto Centre, Bellampalli Road,
Mancherial-504208 (Distt. Adilabad ... Respondent

The Government of India, Ministry of Labour, by its Order No. L-29012/25/94-IR (Misc.) dited 4-4-1994 made this reference for adjudication of the dispute annexed in the schedule which reads as follows:

"Whether the action of the Manusement of Sirpur Kaghaznagar Project. M.E.C.I. District Adilabad in retrenching the services of Sri P. Ramu in violation of Section 25-F of the 1.10 Act is local and justified? If not, to what relief the workman is entitled?"

This reference has been registered as Industrial Dispute No. 30 of 1994 on the file of this Iribanal

Industrial Dispute No. 31 of 1994 BETWEEN

Sri Riswa Deb Siricar, Fx-worl.man, MECI.,
H. No. 1—16-300, SC/10 Amar Automobile
Opp. H.P. Petroleum, Industrial Aren,
Sirpur Kaghaznagar (PO) Dist Adilabad

. Petitioner

AND

The Project Manager, MECt. (Saghaznagar Project)
C/o Mancherial Auto Centro Bellompelli Pond,
Mancherial-5040208 (Dist. Adilabad) . Respondent

The Government of India, Minestry of Labour, by its Order No. L₂29012/26/94-IR (Mines) dated 4-4-1994 made this reference for adjudication of the dispute annexed in the Schedule which reads as follows:

"Whether the action of the Management of Sirpur Ragnarnagar Froject, M.E.C.L., District Adiabad in retrenching the services of Sn Bawa Deb Sirica, in violation of Section 25-F of the I. D. Act is legal and justified? If ont, to what relief the workman is entitled?"

This reference has been registered as Industrial Dispute No. 31 of 1994 on the file of this Tabunal.

Industrial Dispute No. 32 of 1994 BETWEEN

51. F. Reddy Raju, Ex. Workman, MECL, H. No. 1—16-300, SC/10, Amar Automobile, Opp. H. P. Petroleum, Industrial Aroa, Sirpur Kaghaznagar (PO), Dist. Adilabad

. . Petitioner.

AND

Froject Manager, MECL (Kaghaznagar Project), Clo. Mancherial Auto Centre, Bellampalli Road, Mancherial-504298 (Adilabad) Respondent

The Government of India. Ministry of Labour, by its Older No. L-29012/28/94-3R (Misc.) dated 4-4-1994 made this reference for adjudication of the Jispute annexed in the senedule which rends as follows:

"Whether the action of the Management of Sirpur Kaghaznagar Project, M.E.C.L., District Adilabad in retrenching the services of Sri P. Reddy Raju in violation of Section 25-b of the I. D. Act is legal and justified? If not, to what relief the workman is entitled?"

this reference has been registered as Industrial Dispute No. 32 of 1994 on the file of this Tribunal.

Industrial Dispute No. 88 of 1994

BETWEEN

Syed Saleem,

H. No. 1—16-300, SC/10, Amar Automobile, Opp. H. P. Petroleum, Industrial Area, Sirpur Kaghaznagar (PO), Dist. Adilabad

. . Fetitioner.

AND

The Fielect Manager, MECL (Kaghaznagar Project), Clo Mancherial Auto Centre, Bellempalli Road, Mancherial-504208 (Adilabad) Respondent

The Government of India, Ministry of Labour, by its Order No. L-29012/22/94-IR (Misc.) dated 4-4-1994 made this reference for adjudication of the dispute annexed in the Schedule which reads as follows:

"Whether the action of the Management of Sirpur Kaghaznagar Project, Mineral Exploration Corporation Limited, Dist. Adilabad in retrenching Sri Syed Salcem in violation of Section 25-F of the I. D. Act is legal and justified? If not, to what relief the workman is entitled?"

This reference has been registered as Industrial Dispute No. 88 of 1994 on the file of this Tribunal.

APPEARANCES:

- Sri P. B. Vijaya Kumar and others—for Petitionerworkmen.
- Sri M. P. Chandramouli, Advocate--for the Respondent.
- 2. The Government of India, Ministry of Labour made these references under Section 10(1)(d) and (2-A) of the Industrial Disputes Act, 1947 (hereinafter called as the Act) for adjudication of common industrial dispute i.e. whether

the action of the Respondent-Management in retrenching the Penthone's-workmen in these references is just and regain

3. As per the order on Joint Islamo med on obtain of the Pentioners and the Respondent in all these respondents in, inclusive Dispute Nos. 15/5-, to 32/34 and 66,744, these maters are tried jointly and the evidence has been recorded in 1. D. No. 20 of 1554 and the same has been need as evidence in other cases and all the cases are penty analogue of by a

COMMON AWARD

The Pentioners in all these references worked under the Respondent-Management. They have find separate claim statements on their behalf with common allegations. The material averments in the claim statements find on behalf of the Petitioners workman are as follows:

The Petitioners were appointed as unskilled casual labour by the Respondent Management w.c.t. 16-1-19-1 and their names were sponsored by the Employment Exchange, iseitampath, Adilabad District. They continuously worked for a period of 2-1/2 years and their services were retrenched w.c.1. 30-6-1995 without following the mandatory provisions presented under Section 25-F or the Act. The appointment of the petitioners was on permanent basis. The Respondent humagement is not a temporary establishment. It has been described as a temporary establishment by the Management with a view to avoid the legal obligations. The Respondent-Management undertakes projects which are located in different parts of the country. When a project work is completed, the workman may cashy be transferred to another worksite. There are more than 100 workmen working in the Respondent-Corporation and as such the provisions under Section 25-N of the Act are applicable. Three months notice was not issued to the workmen and permission of the appropriate Government was not obtained before effecting their terrenchment. Even it it is presumed that Section 25-N of the Act is not applicable, Section 25-F applies. Even then the provisions of Section 25-F of the Act are not complied with. Hence the retrenchment is void. The workman had rendered continuous service of more than 240 days and as such the provisions of Section 25-F of the Act are applicable and termination of their services amounts to retrenchment. If there is no work in the piesent Unit, the workers as well can be transferred to another onit. Hence retrenchment is vitiated by malafides and it also amounts to unfair labour practice. Each workman was gotting wages of Rs. 1,500.00 per month on the date of retrenchment. They have not secured employment any where subsequent to their retrenchment inspite of their best ciforts. Hence the petitioners pray that they may be reinstated with back wages with continuity of service and other consequential and attendant benefits.

5. The Respondent-Corporation filed separate counters in all the matters with common grounds. The material averments in all the counters filed by the Respondent-Corporation are as follows:

The Respondent, Mineral Exploration Corporation Limited is a promier public sector undertaking engaged in the exploration of mineral resources in the country. It was established in October, 1972 by the Government of India to expedite and bridge the gap between the discovery of mineral prospects and its eventual expleitation to speed up the industrial divelopment in the country. The Corporation primarily executes work on behalf of the Government of India and assignments offered by the sister public sector under-takings of Central and State Governments. The activities of the Corporation are, as such, mainly dependent upon the work assigned to it by the client organisations. The work carried out by the Corporation is more of research and development type and it results are found encouraging the Government takes further steps for the exploitation of minerals. The responsibility of the Corporation ends with the submission of detailed exploration report which is used by the developmental agency for the mine planning. designing and pre-investment decisions. The exploration work is carried out in different projects located in different parts of the country including some in the remotest areas where work may be assigned

by the Government/client organisations without any definite periods. The nature of work of the Corporation entails employment of two different and district categories of workmen. (1) regular workmen who are essentially highly skilled technical staff and form the core category whose services are essential for regular operation and maintenance of different highly sophisticated mining and drilling machineries. They are permanent workmen essential for carrying out mineral exploration work and scientific and technical activities of the Corporation; (2) Temporary contingent unskilled workmen who are engaged for work/
job which is temporary in nature and likely to be
completed in a limited period, and such jobs are
mostly unskilled in nature for which physical fitness and casy availability in nearby village are required. The Corporation has been engaging the contingent workman on a specific contract of employment. On completion of work for which the contingent workmen are engaged, their contract of employment is not renewed and it does not amount to retrenchment. The regular workmen who have an All India Service liability and who were on tour to the temporary in-dustrial establishments are either brought back to their respective Area Head Quarters or are shifted to other places in the country. The contingent employees cannot be shifted to other temporary industrial establishment for the reasons that they were specifically engaged for a particular temporary industrial establishment. At other temporary inclustrial establishments. The Corporation is obliged to engage local workmen for unskilled nature of work. Thus every project is an independent temporary industrial establishment and the Project Manager is the appointing and disciplinary authority for the contingent temporary workmen. The Respondent has taken Licence under the Contract Labour (R&A) Act, 1970 and started engaging the unskilled workmen on contract basis for specific period with option to renew the contract. Hence the termination of the services of the unskilled workmen does not amount to retrenchment in view of Section 2(00)(bb) of the Act. The Singareni Collieries Company Limited entrusted the exploratory drilling work to the Respondent Corporation in Kaghaznagar Coal Belt area on promotional basis. For the purpose of carrying out the said assigned work, the Respondent opened a temporary industrial establishment at Kaghaznagar on 5-7-1990. The necessary Licence under Contract Labour (R&A) Act 1970 was also obtained by the Respondent. Besides the regular employees who were deployed on tour at the temporary industrial establishment at Kaghaznagar project from area Headquarters, 58 local contingent workmen, including the petitioners were engaged under specific contracts of employment for unskilled nature of work. The appointment of these petitioners as contingent workmen was very specific and it was stipulated in the appointment orders that the contract of employment will terminate on a speci-fic date, and it can be renewed for a further specific period as per the exigency of work. It was also further stipulated that in case the terms and conditions of the appointments are acceptable, the petitioners workmen should report along with their acceptance letters. All the petitioners have duly conveyed their acceptance to the terms and conditions incorporated for the appointment and reported for duty. The contract of employment of these work-men was renewed from time to time by issue of specific orders and the last of the employment contract was renewed upto 30-6-1993. As no work was left for contingent workman, their contract of employment was not renewed beyond 30-6-1993. Hence there is no retrenchment within the meaning of Section 2(00). It is only termination of the services of the workmen as a result of non-renewal of contract of employment between the employer and the workman concerned at its expiry in terms of the contract, Act. Therefore the provisions of Section 25-F of the Act need not be complied with. The formality of calling for the applicants through Employment Experience of the applicant through Employment Experience of the applicant change was only to avoid arbitrariness in the selection of candidates and also in view of Clause III of 3rd Wage Settlement. From this, it cannot be presumed

that it is a permanent appointment. The continuance of workmen for 2-1/2 years does not lead to an interence that it is a permanent appointment when the project work is closed. There was no further work for the contingent workmen. The Hon'ble High Court of Andhra Pradesh in 118 judgement dt. 23-3-92 in W.F. No. 10764 of 1988 and W.F. No. 19584 of 1988 upheld the Managements contention that each project is an independent temporary establishment. The work of each project is distinct and there may be execution of projects simultaneously at various places. There is also no guarantee that after comppletion of one project, there will be another new project awaiting execution. Hence there is no scope for contingent workman being transferred to other projects when the project is in one area is completed. The allegation that the retrenchment of the Petitioners is vitiated by malafides and that it amounts to unfair labour practice is untenable and baseless. During 1993-94 as against the total projected workload of 3,00,000 metres of drilling the actual work entrusted was reduced to 1,47,000 metres drilling, and this drastic reduction in the workload has rendeted 50 percent of men and machinery idle and consequently there is depletion of income. The work in the project in which the petitioners-workmen were employed was completed and there is no further work to reinstate them. The petitioner's contract of employment came to an end by 30-6-1993 due to non-renewal of contract of employment and therefore, they are not entitled for reinstatement together with back wages as prayed for.

6. On behalf of the Petitioners W.W1 is examined and documents Exs. W1 to W57 are marked. K. Srihari, workmen m 1. D. No. 28 of 1994 is examined as W.W1 and he deposed to the averments in the claim statements. On behalf of the Respondent-Management M.W1 is examined and Exs. M1 to M50 are marked. The Project Manager of the Respondent Corporation is examined as M.W1 and he deposed to the averments in the counters. The details of the documents Exs. W1 to W57 and M1 to M50 marked on behalf of the Petitioner and the Respondent are appended to this award.

- 7. The points that arise for consideration are as follows:
 - (1) Whether the petitioners-workmen in all these references were retrenched in violation of Section 25-F of the I.D. Act as alleged by them?
 - (2) To what relief the petitioners-workmen are entitled?

8. POINT (1) :--The admitted facts as revealed from the evidence on record are as follows: -The Respondent-Corporation i.e. Mineral Exploration Corporation Limited is a public sector undertaking engaged in the exploration of mineral resources in the country and it primarily executes work on behalf of the Government of India and assignments offered by the sister public sector undertakings of Central and State Governments. It employs two different and distinct categories of workmen, namely, (1) regular permanent workmen who are highly skilled technical staff (2) temporary contingent unskilled workmen who are being engaged for unskilled work on specific contract of employment. During the year 1990 exploration drilling work was awarded to the Respondent-Corporation in Khagaznagar Coal Beit on promotional basis by the Singareni Collieries Company Limited. For the purpose of carrying out the said assigned work, the Respondent opened a temporary industrial establishment at Khagaznagar on 5-7-1990. For carrying out that work, the Respondent-Corporation deployed some of its permanent regular employees from area Headquarters and also engaged 58 local contingent unskilled workman at the temporary industrial establishment at Khagaznagar. The workmen under these references are some of those local contingent unskilled workmen engaged by the Respondent Corporation. It is also admitted the after completion of the work at Khangaznagar, the services of all the 58 contingent unskilled workman including the petitioners under these references were terminated w.e.f. 30 6-1993 as no work was left out for them in that establishment. It is also not disputed that the workmen under these reference come within the definition of 'workman' as defined under Section 2(s) of the Act. It is also not disputed that

these petitioners were engaged on specific contract of employment. Exs. W1 to W12 are the appointment orders of the petitioners in I.D. Nos. 28, 24, 23, 22, 21, 19, 18, 31, 17, 15, 26, 27 of 1994 respectively and Exs. W43, W46, W79 and W53 are the appointment orders of the workmen in J.D. Nos. 20, 25, 29 and 30 of 1994 respectively. It is not disputed that the Petitioners in I.D. Nos. 16, 32 and 86 of 1994 were also issued similar appointment orders engaging them as contingent unskilled workmen in the Respondent-Corporation. As seen from these documents the petitioners were offered the work on two conditions : firstly, that the oppointment will be purely on contingent temporary basis and the contract of employment will be terminated on 31-7-191 or on empletion of work whichever is earlier and the contract of employment will be renewed for further specific period if deemed fit as per exigency of work by issue of a specific order. Secondly the appointee will have to perform any of the job unskilled category which will be assigned to him from time to time. They were also directed to submit the acceptance letters if they agree for the above said terms and conditions. It is not disputed that the Petitioners herein have accepted the above said terms and conditions of appointment and issued their acceptance letters Exs. MI to M19. Under Exs. WI to W12, W43, W46, W50 and W53 the contract of employment was only upto 31-7-1991 and the contract of employment was renewed upto 31-12-1991 under Exs. M20 to M38. Under Ex. M39 the contract of employment was renewed upto 31-3-1992. Under Ex. M40 it was renewed upto 30-6-1992. Under Ex. M41 it was renewed upto 30-9-1992. Under Ex. M42 it was renewed upto 31-3-1993 and under Ex. M43 the evontract of employment of these petitioners was renewed upto 30-6-1993. The comract of employment of these petitioners was not renewed further subsequent to 30-6-1993 and their services were terminated w.e.f. 30-6-1993. The termination notice Exs. W13 to W22, W48, W52 and W56 were also issued to these terminated workmen. Terminal benefits were also paid under Exs. W23 to W32 and W47, Exs. W33 to W42, W45, W51, W54, and W55 are the empire contribution is under the termination of the services of the services contributed to the termination of the services contributed to the termination of the services contributed to the termination of the services contributed to the services of the servi W54 and W55are the service certificates issued to the terminated workmen. Ex. M44 is the office copy of the termination notice dt. 21-6-1993 issued to these petitioners stating that their contract of employment will not be renewed after its expiry on 30-6-1993. Ex. M45 is the notice dated 30-6-1993 issued to these petitioners informing that the terminal benefits will be paid to them on 1-7-1993. Ex. M46 is the statement showing the payment of terminal and other benefits to all these petitioners and other workmen whose services were terminated on 30-6-1993. It is also not disputed that these petitioners received the said terminal and other benefits as shown under Ex. M46. Thus the petitioners workmen were terminated from service w.e.f. 30-6-1993 by the Respondent Corporation.

The learned counsel for the Peitioners submits that the petitioners were retrenched in violation of provisions of Section 25-F of the LD, and as such the retrenchment of these petitioners is null and void and that they are entitled for reinstatement with back wages and other attendant benefits. The learned counsel for the Respondent-Corporation on the other hand, contends that the termination of these petitioners does not amount to retrenchment and that their services were terminated on account of non-renewal of their contract of employment under Section 2(00) (bb) of the LD. Act and as such the petitioners herein are not entitled for reinstatement, back wages etc, as claimed by the Petitioners. Hence it has to be seen whether the termination of these petitioners from service w.e.f. 30-6-1993 amounts to retrenchment.

- 10. Section 2(00) of the I.D. Act defines retrenchment as follows:—
 - "Retrenchment means the termination by the employer of the service of a workman for any reason what-soever, otherwise than as a punishment inflicted by way of disciplinery action, but does not include:—
 - (a) voluntary retirement of the workman; or
 - (b) retirement of the workman on reaching the age of superannuation if the contract of employ-

- ment between the employer and the workman concerned contains a stipulation in that behalf;
- (bb) termination of the service of the workman as a result of the non-renewal of the contract of the employment between the employer and workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or
- (c) termination of the service of a workman on the ground of continued ill-health."

 Section 25-F of the I.D. Act prescribes the conditions precedent to retrenchment of a workman and it reads as tollows:—
 - "No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until,
 - (a) the workman has been given one month's notice writing indicating the reasons for retrenchment and the period of notice has expired, or the workmen has been paid in lieu of such notice, wages for the period of the notice;
 - (b) the workman has been paid, at the time of retienchment, compensation which shall be equivalent to lifteen days' average pay or every compicted year of continuous service or any part thereof in excess of six months; and
 - (c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification is the Official Gazette."
- 11. It is not disputed that the Petitioners herein were engaged as contingent unskilled workmen to work at Khagazmagar Project of the Respondent-Corporation. They worked for more than 2 1/2 years and their services were terminated w.c.f. 30-6-1993. M.W1 the Project Manager of the Respondent-Corporation also admits the said factum of engagement of these petitioners as contingent unskilled workman till their services were terminated w.e.f. 30-6-1993. It is well settled that the definition of 'retrenchment' in Section 2(00) of the 1.D. Act is comprehensive one intended to cover any action of the Management to put an end of employment of an employee for any reasons whatsoever except if the case falls within any of the excepted categories under that Section i.e. (1) termination by way of punishment inflicted pursuant to the disciplinary action (2) voluntary retirement of the workman, (3) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and workman concerned contains of stipulation in that behalf, (4) termination of the service of a workman as a result of the non renewal of contract of employment between the employer and the workman concerned on its expiry, (5) the termination of contract of employment in terms of stipulation contained in the contract of employment, or (6) termination of the service of a workman on the ground of continued ill-health. Once the case does not fell in any of those excepted categories the termination of service would be retrenchment within the expression of Section 2(00) of the Act vide D. K. Yadav v. IMA Industries Ltd., [1993(3) Supreme Court Cases page 259], i., Robert D'Souza v. Executive Engineer Southern Railway & ANR. (AIR) 1982 S.C. page 9854), Oriental Bank of Commerce v. Presiding Officer, Central Government Industrial Tribunal ANR [1994 (II) LIJ page 770 Rajasthan].
- 12. The learned counsel for the Respondent submits that in the instant case the services of these petitioners were terminated on account of non-renewal of cotract of emplnoyment on its expiry and as such it does not amount to retrenchment under Section 2(00) (bb) of the I.D. Act. There is much force in this contention. Sub-Clause (bb) of Section 2(00) of the I.D. Act has been inserted by the Amending Act 49 of 1984. Its effect is to exclude from the ambit of definition of retrenchment, (1) termination of the service of a workman as a result of non-renewal of contract of employment between the employer and the workman concerned

on its copiny and (2) the termination of contract of employment in terms of supmation contained in such contract of employment. The expression "such contract" in the second part of the clause refers to "contract of employment between the employer and the workman concerned". In other words it there is a supulation of contract of employment between the employer and the workman concerned providing the mode and manner of termination of service, such termination of service has now specifically been excepted from the ambit of definition of retignehment by this subcrause. In the instant case the termination of the petitioners has been affected under Clause (i) of Sub-Clause (bb) of Section 2(00) of the LD. Act i.e., the termination of the services has been effected as a result of non-renewal of contract of employment between the petitioners and the Res-As earlier stated under separate contracts pondem. employment, Exs. W1 to W12, W43, W46, W50 and W53, these petitioners were engaged for a specific period, i.e. upto 51-7-1991. Under Exs. M20 to M38 those contracts of employment were renewed upto 31-12-1991. Under Ex. M39 their contracts of employment were renewed upto 31-3-992. Again unider Ex. M40 it was renewed upto 30-6-1992. Under Ex. M41 it was renewed upto 30-9-1992. Under Ex. M42 it was renewed upto 31-3-1993 and finally under Ex. M43 the contracts of employment were renewed upto 30-6-1993. Under Ex. M44 these petitioners-workmen were informed by the Respondent that their contracts of employment would not he renewed beyond 30-6-1993 and under Ex. M45 the peunoners were asked to collect their terminal and other benefits on 1-7-1993 and their terminal benefits were also paid as seen from Ex. M46. It is clear from these documents that the contracts of employment of these petitioners were renewed from time to time upto 30-6-1993 and therefore the contincis of employment were not renewed and thus their services were terminated on account of non-renewal of contracts of employment. Therefore the termination of the services of these petitioners on account of non-renewal of contracts of employment comes within the exempted categories under Section 2(00) of the Act and as such the termination of these petitioners is not retrenchment under the definition of Section 2(00) of the Act.

13. The learned counsel for the Pentioner, relied upon the decision in Gammon India Limited v. Nitanjan Dass (1983 Lab. I.C. page 1865), Hari Mohan Rastogi v. Labour Court And ANR (1983 Lab. IC page 1906) and also The Management of Karnataka State Road Transport Corporation, Bangalore v. M. Boraiah and Anr. (1984 (48) FLR page 89. These decisions relate to the law prevailing prior to the introduction of Sub-clause (bb) of Section 2(00) by the Amending Act 49 of 1984 which came into force w.e.f. 18-8-1984 and as such they are not relevant for the purpose of these cases.

14. The learned counsel for the Fetitioners also relied on the decision in R. Srinivas Rao v. Labour Court, Hyderabad [1990 (1) A.W.R., page 428]. In this case the workers were initially engaged under orders of appointment for some period and after expiry of that period they were continuously engaged as casual labour on daily wages without renewal of contract of employment, till the date of their termination Under these circumstances his Lordship held in para 25 thus:

"The main part of Section 2(00) speaks of termination for any reason' as amounting to retrenchment in the absence of clear intention, the first part of subclause (bb) cannot be interpreted to take the termination of the services of the canual labour on daily wages. In my view, per so termination of casual labour on daily wages is clearly outside the first part of Sub-clause (bb) of Section 2(00) and was never intended to be included from the definition of 'retrenchment'."

In the same para his Lordship further observed thus:

"The 'Contract of employment' contempleted therein is in my view, referable to contracts other than engagement as casual labour on daily wages."

The facts in that case can be distinguish from the facts in this case. In that case though the workers were engaged

under contract of employment for a specific period, but subsequently it was not renewed or communed but the said workers were allowed to work as contingent casual labour on dany wages. Increase, his Lordship held the termination of casual inpour on daily wages does not come within the excepted Sub-clause (ob) of Section 2(oo) as there was no contract of employment which could not be renewed. In the Historice case the contract of employment is there throughout. As eartier stated in the last order under Ex. M-43 the contract or employment was renewed upto 30-6-1993. There after it was not renewed and therefore, the services of the pentioners were terminated. Hence the decision cited by the learned counsel for the petitioners does not apply to the facts in this case. The decisions in (i) Girish Kumai Jala vs. Union of India and others 1994 (69) FLR 31; (ii) Malkindra Kumar Sharma vs. Union of India and others 1994 (63) FLR 220, cited by the tearned cousel for the petitioners are equally not applicable to the facts in these cases for the reasons stated above.

45. The learned counsel for the Perioders also relied on the decision in Jayabharat Printers and Publishes P. Ltd. v. Labour Court, Kosinkode and another [1993 (67) FLR page 111 Kerma High Court and Unief Administrator, Haryana Urban Development Authority and Ang. v. knowstrial Tribunal, Rontak and Aur [1994 (16) FLR page 25 Funjab and Elar-yana High Court]. The facts in this case are also different from the tacts in the instant case. In these cases, it is no doubt true that the workmen were employed on a contract of employment and their services were terminated on the expiry of that contract, but they were re-employed each time after a gap of few days. Under those circumstances, they have beld that they were re-employed each time after a gap of few days. their Lordships held that the job had continued but the periodical appointments were made to avoid regular status to the employees and therefore, it was held that the ex-ception under Sub-clause (bb) of Section 2(00) cannot be extended to such cases. Their Lordships also held that Section 2(00)(bb) of the Act has to be strictly interpreted and it is necessary to find out whether the letter of appointment is a camouflage to circumvent the provisions of the Industrial Disputes Act. In the instant case, there is nothing on record to show that the letters of renewals under Exs. M20 to M43 are only a camouflage to circumvent the provisions of the I.D. Act. In fact they are not the re-appoint ments of these petitioners. Lven before the expiry of the cartier orders of appointment, the services of these petitioners were renewed from time to time till such time when their services were no longer required as the Project work undertaken was completed and as there was no work to be attended to by these petitioners. It is not disputed that the work entrusted to temporary industrial establishment of the Respondent at Khagaznagar was completed by 30-6-1993 and as such there was no work to be entrusted to the petitioners herein after 30-6-1993. Hence their contracts of employment were not renewed any further beyond that date and therefore, their ervices were terminated. Hence those cita-tions relied on by the learned counsel for the petitioners have no application to the facts in these cases.

16 In the light of my above discussion. I hold on point (1) that the termination of these retitioners does not amount to retienchment under Section 2(oc) of the LD. Act and therefore, the provisions under Section 25-F of the LD. Act need not be complied with before terminating the services of the petitioners. Thus the point is decided in favour of the Respondent-Corporation and against the petitioners.

17. POINT (2).—This point relates to the relief to be granted to the petitioners under these references. In view of my finding on Point (1) that the termination of the petitioners does not amount to retrenchment and that provisions of Section 25-F of the I.D. Act need not be complied with before terminating the services of the petitioners, they are not entitled for any relief under these reformers.

18. In the result, Award is passed stating that the action of the Respondent-Corporation in terminating the services of the petitioners under all these references is just and legal and that the petitioners are not entitled for any relief in these references. The parties are directed to bear their costs.

Dictated to the stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 23rd day of September, 1995.

A. HANUMANTHU, Industrial Tribunal-I

APPENDIX OF EVIDENCE

Witnesses Examined for Petitioners-Worlmen:

W.W1 K. Srihari Witnesses Examined for

Respondent-Management:

M.W. I V. I. Mallikarjuna

DOCUMENTS MARKED FOR nTHE PETITIONERS-WORKMEN:

- Fx. W1 7-1-91 Appointment order issued to W.W1.
- 1x. W2 to Ex. W12 Appointment orders of the other workmen in other industrial disputes.
- Ex. W13 to W32 Terminal benefits letter given to the workmen.
- Ex. W33 to W42 Service Certificates issued to the workmen by the Respondent.
- EV. W43 by consent Appointment Order dt. 7-1-91 of D. Vasantha Rao.
- Ev. W44 by consent Wage slip of D. Vasantha Rao.
- Ev. W45 by consent Service Certificate of D. Vasantha Rao, dt. 30-6-93.
- Ex. W46 by consent Appointment Order dt. 20-1-1991 of T. Lachiah.
- Ex. W47 by consent Service Certificate of T. Lachaiah dt. 30-6-93.
- Ex. W48 by consent Termination Notice dt. 1-7-93 of T. Lachaiah.
- Ex. W49 by consent Annexurc-AIV, dated 1-8-1991 contract of employment of Sri P. Shankar.
- Ex. W50 by consent Appointment Order dt. 20-1-1991 of T. Krishna.
- Ex. W51 by consent Service Certificate dated 30-6-93 of T. Krishna.
- Ex. W52 by consent Termination Notice dated 1-7-93 of T. Krishna.
- Ex. W53 by consent Appointment Order dated 7-1-1991 of P. Ramu.
- Ex. W54 consent Service Certificate of P. Ramu dated 30-6-1993.
- Ex. W55 consent Service Certificate dated 30-6-93 of B. D. Sarkar.
- Ex. W56 by consent Termination Notice dated 1-7-93 of B. D. Sarkar.
- Ex. W57 dt. 1-12-1990 Interview for the post of Unskilled labour addressed to P. Peddi Raju.

DOCUMENTS MARKED FOR THE RESPONDENT-MANAGEMENT

- Ex. M1 to M19 Acceptance letters of the Petitioners.
- Ex. M20 to M38 Contract of employment renewed upto 31-12-1991.
- Ex. M39 Contract of employment renewed upto 31-3-1991.
- Ex. M40 Contract of employment renewed upto 30-6-1992.
- Ex. M41 Contract of employment renewed up to 30-9-1992.
- Ex. M42 Contract of employment renewed upto 31-3-1993.
- Ex. M34 Contract of employment renewed upto 31-6-1993.
- Ex. M44 Office copy of termination notice dt. 21-6-1993.
- Ex. M45 30-6-93 Notice dt. 30-6-1993 issued to petitioners informing that terminal benefits will be paid to them on 1-7-1993
- Ex. M46 30-6-93 Statement of payment of terminal benefits.
- Ex. M47 30-6-93 Judgement copy in W.F. No. 10764 88 and 19584 88.
- Ex. M48 30-6-93 Xerox copy of Award of CHIT Jabalpur case in No. CGIT/LC (R) (16)/1974.
- Ex. M-49 30-6-93 Xerox copy of extract of 3rd Wage Settlement,
- Ex. M50 30-6-93 Xerox copy of extract of Standing Orders.

नई दिल्ली, 30 नवस्थर, 1995

का. आ. 3288 .—- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की घारा 17 के अनुसरण में, केन्द्रीय सरकार ट्रिकोरिन सेलिंग येस्सल ओनर्स एसोसिएणन के प्रवंधनंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मद्राम के पंचपट को प्रकाणित करती है. को केन्द्रीय सरकार को किन्द्रीय सरकार को 29-11-95 को प्राप्त हुआ था।

[संख्या एपन—44012/38/93——आई. आर. (विविध)] वी. एस. डेविड, डैस्क अधिकारी

New Delhi, the 30th November, 1995

S.O. 3288.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Madras as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Tuticorian Sailing Vessel Owners Association and

their workmen, which has received by the Central Government on the 29-11-95.

[No. L-44012|38|93-1R(Misc.)] B. M. DAVID, Desk Officer.

ANNEXURE BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU, MADRAS

Monday, the 9th October, 1995

PRESENT:

THIRU N. SUBRAMANIAN, B.A.B.L. INDUSTRIAL TRIBUNAL INDUSTRIAL DISPUTE NO. 97|1994

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workman and the Management of Sriya Pushpam, Tuticorin).

BETWEEN

Th. Antony Pitochas, Clo The General Secretary, Tirunelveli District Democratic General Workers' Union. Tuticorin—628001,

AND

Th. Sriya Pushpam, Clo The Searetary, The Tuticorin Sailing Vessel Owners' Association, 72, Thattar Street, Tuticorin-628001.

Reference:

Order No. L-440012|38|93-IR(Misc), dated 1-3-94, Ministry of Labour, Govt. of India, New Delhi.

This dispute coming on for final hearing on Friday, the 22nd day of September, 1995, upon persuing the reference, Claim statement and all other material papers on record and upon hearing th arguments of Tvl. R. Arumugam and M. Jayaprakash, Authorised Representative for the Workman and the Management being absent, and set exparte, this dispute having stood over till this day for consideration, this Tribunal made the following:—

AWARD

The Government of India, by its Order No. I.44012|38|93-IR(Misc), dated 1-3-94, Ministry of Labour, referred for adjudication by this Tribunal u|s. 10(1)(d) of the Industrial Disputes Act. 1947 regarding the dispute:

"Whether the action of the Management of Sriva Pushpam, in denying employment to Sh. Antony Pitchai, is justified,? If not, to what relief the concerned workman is entitled?"

2. The case of the petitioner is as follows:

The petitioner was working as one of the boatman under the respondent in Boat No. TU from 1979. The duties of the boatman are to carry the Cargo in the boats to the Ship and also to bring the cargo from the Ship to the Shore. The respondent paid monthly wage on piece rate basic at Rs. 1,500 to Rs. 2,000 per month. He was also paid Rs. 5 as bata to the petitioner, and Rs. 25 as educational allowance to their Children. The petitioner and other similar workers working with other boat owners joined together and formed a Union to place their grievances before placed Management. The petitioner demands before the management. The respondent and other boat owners disliked the formation of the Union and in retaliation, orally terminated the service of the President of the Union. The respondent refused to give work to the petitioner from 13-2-91. All the workers went on a strike for 15 days from 27-1-91. Conciliation talk before the Collector did not materialise. Hence they raised the dispute before the Conciliation Officer. After failure of the Conciliation, the Central Government referred the dispute for adjudication. The respondent denied employment to the petitioner only on the sole ground that a new union was formed and the petitioner joined in that Union. Petitioner was not charge sheeted, no enquiry was conducted. The action of the respondent in denying employment is in total violation of principles of natural justice. The petitioner has put in more than 12 years of continuous service. The petitioner is a permanent boatman and cannot be thrown out in that fashion. Various provisions of the Industrial Disputes Act are not followed. The action of the respondent is clearly in unfair labour practice and victimisation. Hence the dispute has been raised.

- 3. The respondant remainded exparte.
- 4. WW1 was examined and Exs. W-1 to W-5 were marked, According to him. he was working as a boatman from 1979 under the respondent. In 1991, the workers formed a Union and placed demands before the Management. Aggrieved by the demands of the petitionr and others, the respondent refused to give work from 13-2-91. The petitioner had put in more than 12 years of continuous service. He was not charge sheeted and The provisions of no enquiry was conducted. the Industrial Disputes Act, particularly Sec-25-F was not followed. So, it is clearly proved from the evidence of WW1 and the documents marked. the denial of work to the petitioner by the respondent is not justified.

In the result, an award is passed directing the respondent to reinstate the petitioner in service,

with continuity of service, and back wages. No costs.

Dated, this the 9th day of October, 1995.

THIRU N. SUBRAMANIAN, INDUSTRIAL TRIBUNAL

WITNESSES EXAMINED

For Workman: WW1: Thiru J. Anthony Pitchai.

For Management: None.

DOCUMENTS MARKED

For Workman:

Ex. W-1 : Photopass of Thiru J. Anthony Pitchai (Xerox copy).

W-2 :Dispute raised by Thiru J. Anthony Pitchai, before the Asstt. Labour Commissioner (Central). Madras uls. 2-A of the Industrial Disputes Act, 1947. (Copy).

W-3 :Counter statement filed by the Management before the Labour Enforcement Officer (Central) Madras (copy).

W-4|3-6-92: Letter from Harbour Master, Tuticorin Port Trust, Marine Department, regarding termination of boat workers (Xerox copy).

W-5|1-3-91: Letter from the General Secretary, Boot Workers Union, Tuticorin, to the District Collector, Tuticorin (Xerox copy).

For Management: Nil.

नई दिल्ली, 1 विसम्बर, 1995

का. आ. 3289 .—-औद्योगिक विचाद अभिनियम, 1947 (1947 का 14) की वारा 17 के अनुसरण में केन्द्रीय सरकार आंधा वैंक के प्रवेधनंत्र के मंबद्ध नियोजकों और उनके वर्त जारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विजाद में, आंधोगिक अधिकरण, हैदणवाद के अंध्यद्ध के प्रकाशित करनी है, जो केन्द्रीय सरकार को १६-11-95 को प्राप्त हआ था।

[संख्या एल-12012/46/87/डी-IV ए/आई. आर. वी-2] अज मोहन, डैस्क अधिकारी

New Delhi, the 1st December, 1995

S.O. 3289.—In pursuance of Section 17 of he Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, HYDERABAD as shown 2889 GI[95—11

in the Annexure in the Industrial Disputes be ween the employers in relation to the management of Andhra Bank and their workmen, which was received by the Central Government on 28-11-1995.

> INo. L-12012/46|87-D. IV-A|IR. (B. II)1 BRAJ MOHAN, Desk Office

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

PRESENT:

Shri A. Hanumanthu, M.A., LL.B., Industrial Tribunal-I.

Dated: 30th day of September, 1995. INDUSTRIAL DISPUTE NO. 61 OF 1991

BETWEEN:

The Joint Secretary, Andhra
Bank Employees Union, Paravana
Bhavan, Opp. Reddy Hostel,
Hyderabad-500 001. ...PETITIONER

AND

The General Manager, Andhra
Bank, (Central Office) P. B. No
161, Sultan Bazar,
Hvderabad-500 001. RESPONDENT

APPEARANCES:

M/s. A. K. Jayaprakash Rao, V. N. Goud and K. Srinivasa Rao, Advocates for the Petitioner.

M/s. K. Srinivasa Murthy and G. Sudha. Advocates for the Respondent.

AWARD

The Government of India. Ministry of Labour, by its Order No. L-12012/46|87-D-4-A, dated 6-11-1991 made a reference under Section 10(1) (d) and (2-A) of the Industrial Disputes Act. 1947 for adjudication of the industrial dispute annexed in the schedule which reads as follows:

"Whether the demand of the Andhra Bank Employees' Union, Hyderabad to give the benefit of the terms of settlement dated 28-12-1984 arrived at between the Union and Bank before the Assistant Labour Commissioner(C), Hyderabad to reinstate all those temporary sub-staff who had completed 240 days of attendance upto the date of nationalisation of the bank i.e. 15-4-1980 to the Clerical staff also, is justified? If so, what relief the persons mentioned in the annexure to the schedule is entitled to?"

S/Shri

- 1. M. V. Uma Maheshwara Rao
- 2. T. Bhanalakshmi
- 3. B. Lakshmana Reddy
- 4. H. Umapathy
- 5. P. B. Sadiq

S|Shri

- 6. P. Vydyanatham
- 7. S. Lokshmipath: Raju
- 8. M. Balaji Singh
- 9. M. Abdul Rasheed
- 10. P. Rama Krishna
- 11. V. Satyanarayana Murthy
- 12. K. Pullaiah
- 13. N. Veera Babu
- 14. Ch. V. Ramana
- 15. M. V. Raghavendra
- 16. A. Ramachandra Rao
- 17. V. V. Satyanarayana
- 18. N. Mallesham
- 19. P. Srinivasa
- 20. T. Murali Gopal
- 21. K. R. Naga Raju
- 22. V. Bangarraju
- 23. M. S. Prabhakaran Rao
- 24. K. Marcdas
- 25. A. Buchi Ramulu
- 26. Ch. Viswanadham
- 27. G. S. R. Somayajulu
- 28. P. C. V. Raman
- 29. Ch. Viswanath
- 30. S. Satyanarayana Raju
- 31. V. Ramkumar.
- 32. P. V. Ratnam."

This reference has been registered as Industrial Dispute No. 61 of 1991 on the file of this Tribunal.

2. The Union, representing the workmen of Andhra Bank at whose instance this reference has been made by the Government, did not choose to fire a claim statement on its behalf. But out of 32 workmen referred to in the annexure to the Order of reference, only 7 workmen filed the r claim statements separately. The workmen Ch. Venkat Ramana G. S. R. Somyajulu, P. C. V. Ramana, Ch. Viswanadham, S. Satyanarayana Raju, V. Rama Kumar and P. V. Rathnam filed the'r separate c'aim statements with common allegations to the following effect. The workman Ch. Venkat Ramana was appointed as Sub. Staff cadre in the Respondent-Bank as a temporary employee on 30-8-1980 and artificial breaks created by the Management, and artificial breaks created by the Management, that he worked for a period of 250 days. The workman G. S. R. Somyajulu was appointed in Clerical cadre as a temporary employee on 2-5-1967 and he worked upto 7-2-1974 with intermittent and artificial breaks, that he was in the employment of the bank for a period of 1020 days t'll his services were terminated. The workman P.C.V. Raman was appointed in Clerical cadre as a temporary employee in the month of June, 1978 and he worked upto 20-10-1981 with intermittent and artificial breaks and that he worked for a period of 417 days till his services were terminated. The workman Ch. Vishwanatham was appointed Clerical cadre as a temporary employees on 15-4-63 and he worked upto 4-7-1980 with intermittent and art ficial breaks, and that he worked for a period of 257 days till his services were terminated. The workmen S. Satyanarayana Raju was appointed in Clerical cadre as a temporary employee on 15-4-63 and worked upto 31-5-1966 with intermittent and artificial breaks, that he worked for a period of 391 days till his services were terminated. The workman V. Rama Kumar was appointed in Clerical cadre on 16-8-1979 and he worked till 15-10-1981 with intermittent and artificial breaks, that he worked for a period of 316 days till his services were terminated and the workman P. V. Ratnam was appointed in Clerical cadre as temporary employee on 13-8-1974 and he worked upto 10-5-1977 with intermittent and artificial breaks, that he was in service for a period of 392 days when his services were terminated. It is also pleaded in their claim statements that the claimants were not given 14 days clear notice as contemplated in para 522(4) of Sastry Award while terminating their services, that the termination of these claimants is illegal as the provisions under Section 25-G and 25-H of the I. D. Act and Rules 77 and 78 of Industrial Disputes (Central) Rules 1957 were not followed and that the Management violated the provisions of Clause 20.12 of the Bipartite Settlement for filing up permanent vacancies in the Bank, that the Respondent-Management also absorbed hundreds of employees in Clerical cadre with lesser qualifications and without any tests or interview under 2+4+C system while terminating the services of these claimants. that the Management has shown discrimination against these claimants before appointment and these violated Articles 14, 16 and 21 of Constitution of India. Inspite of representations made by these claimants, the Respondent-Bank refused to reinstate them into service. Hence these clain ants pray for their reinstatement into service with back wages and attendant benefits.

3. On behalf of the Respondent-Management Andhra Bank a counter has been filed to the following effect. The Pe itioner Union is put to strict proof that all the 32 workmen whose names find place in the order of reference are the members of the Union and that they are eligible to raise their dispule. The Union did not choose to file a claim sta ement on its behalf. It ough to have filed claim statement when it has espoused the cause of its members. In he annexure to 'he reference, there are 32 names of the workmen. Out of them the workmen a S. No. 26, 27, 28, 30, 31 and 32 alone filed their claim statements. The workman Ch. Venkata Ramana filed his claim statement, but his name does no find place in the annexure. Hence the claim of Ch. Venka'a Ramana has to be rejected. The workman at S. No. 1 to 25 and 29 have not filed 'heir claim sta ement. Hence the Tribunal has to pass nil award against them. As per the claim s'atement of Ch. Venkat Ramana he worked as Sub-staff cadre as 'emporary employee and as such he is not fitting into the reference to pass award in his favour. He has not worked for 240 days. Hence his claim has to be rejected.

The allegations of Ch. Vishwanatham hat he worked for 257 days is not correct. The allegations of G.S.R. Somayajulu that he worked for 1020 days is incorrect. The allega ions of he claimant P. S. V. Raman tha he worked for 417 days is incorrect. The allegations of the claimant S. Satyanarayan Raju hat he worked for 390 days is false and incorrect. The allegation of the claimant P. V. Ratnam that he worked for 361 days is not correct, and that the allegation of the claimant P. V. Ratnam that he worked for 392 days is incorrect. During the year 1984 the Petitioner Union espoused the cause of Substaff cadre who were working temporarily to be absorbed in he permanent posts. After prolonged disconcilia ion meeting between cussions in the the Management and the Union, it was ultimately agreed and settlemen was entered into on 28-12-84 under Section 12(3) of the I.D. Act. According to the said settlement, the Management has agreed to absorb sub-s aff of subordinate cadre who have worked for 240 days on temporary basis prior to the Nationalisation i.e. on 15-4-1990, qualifications and age limitations were prescribed under the terms of the said set lemen', the eligible candidates should submit their application by 31-1-1985 and no fresh claims shall be raised thereafter. Those candidates who were eligible and submitted applications in time were considered for appointment and absorbed. Thus demand of the Union was satisfied. The Petitioner Un'on has no right now to link up the same settlement and seek ex ention of the settlement to the Temporary clerks as it is outside the scope of the said settlement and it was not the case of the Union previously when the dispule was raised in 1984. The settlement cannot be extended to the clerical staff. Petitioner-Union is practically seeking modification of the set lemen dated 28-12-1984 extending its application to the clerical s'aff. The reference is against the provisions of the I.D. Act. But settlement was a sta utory settlement under Sec ion 12(3) of he I.D. Act and it cannot be modified by taking recourse the reference. The Respondent—Bank nationalised on 15-4-1980. Subsequent to Nationalisation, there are three categories of employee in the Bank i.e. Sub-s aff Cadre, Clerical Cadre and Officer Cadre. For the Sub-staff and Clerical Cadre there are different recruitment procedures and the nature of work done by both the cadres is differen and distinct. The recruitment of Sub-rtaff is done from among the candidates sponsored by the Employment Exchange based upon the approved vacancies. As far as Clerical Staff is concerned, upon identification of vacancies at the Bank level, the number of vacancies is informed to the Banking Service Recruitment Board who issue an advertisement announcing the vacancies and call for the applications. A written test is conducted by the Banking Service Recruitmen Board followed by an interview and select panels are drawn. The Banking Service Recrui men' Board communicates the names of selected candidates to the individual banks by issuance of appointmen' orders Thus condidates with merit and good track record will be selected and employed in the Bank. To cirthe said recruitment procedure, this ingenious method has been adopted by the petitioner Union though the settlement dt. 28-12-1984 does not thave any bearing or connection wi'h the elerical

staff. The demand of the Petitioner Union to apply he set lement d. 28-12-1984 to the temporary clerks is illegal. Further such contention will crea e discrimination between several meri candidates who are successful in the B.S.R.B. test. Just because some condidates worked for temporary period in the clerical cadre, they do no have right for permanent abscrption. It is well set led that no temporary employee has a right to claim for permanent absorption more particularly when a specified procedure is laid down for recruitment and by giving a go by 'o the same. That temporary workmen has no right to make a claim for permanent post on the ground that he worked for 240 days. Even otherwise he claim of these workinen is stale. They have no right to raise the dispute after a lapse of long period. The legal position has been misconstrued by the Peti-Mioner-Union. The allegations that the termination of these petitioners as against the provisions of Section 25-G and 25-II of the LD. Act is incorrect. The termination of these workmen does not fall with'n the retrenchment. Hence he Management complying with the provisions of Sections 25-G and 25-H of he I.D. Ac and Para 522 (4) of the Sastry Award and Rules 77 and 78 of the Industrial Disputes (Central) Rules 1957 does not arise. There is no violation of Clause 20.12 of the Bipartite Settlement as alleged by the claimants. The allegation that the Respondent-Management while terminating the services of the claimants has taken candidates with lesser qualifications under 2+4+Csystem for certain other consideration is incorrect. Temporary appointment in the Clerical cadre were made prior to the National sation of the Bank for specified period due to temporary increase in workload in the leave vacancies of the permanent workman. After the expiry of the stipulated period the temporary appointment automatically comes to an end. The Petitioner-Union and the claimants who have filed claims statements are not entitled for any relief under this reference.

4. On behalf of the workmen-claiman's W.W1 to W.W5 are examined and Exs. W1 to W70 are marked. W.W1 to W.W5 are the workmen who have filed their claims statements and they deposed to the averments in their claim statements. On behalf of the Management, M.W1 to M.W3 are examined and Exs. M1 o M15. M12-A, M13-A, M14 A and M15-A are marked. M.W1 G. David Prakash. Deputy Chief Officer under Kespondent Bank. M.W2 B Prasada Rao, Law Officer of the Respondent Bonk and M. W3 P. S. Subba Rao another Chief Officer of the Respondent Bank deposed to the avermen's in the counter filed on behalf of the Respondent-Bank. The details of the documents Exs W1 to W70, M1 to M15-A marked on behalf of the workmen and the Management are appended to this Award.

- 5. The points that arise for consideration are as follows:--
 - (1) Whe'her he demand of the petitioner Union to give benefits of the terms of Statutory settlement dt. 28-12-1984, under Section 12(3) of the LD. Act, 1947 to the clerical staff of the Respondent-Bank is justified?

- (2) To what relief the persons men ioned in the annexure to the schedule of the reference are entitled?
- 6. Point (1):—The admitted facts as revealed from the evidence on record are as follows .-- The Responden -Bank namely Andhra Bank, was Nationalised w.c.f. 15-4-1980. There are three categories of employees working in the Responden.-Bank. They are Sub-S aff, Clerical cadre and Officer cadre. There are different recruitment procedures for the three categories. The Sub-Staff are in the lower rung. They attend to the menial works. The recruilment of Sub-staff is being done from among the candidates sponsored by the Employment Exchange. The recruitment of clerical cadre is being done by the Banking Service Recruitment Board, Prior to the Nationalisation, the Branch Managers were empowered to appoint temporary cierical staff to meet the exigencies of work for temporary period and they were seeking ratification for it from the Regio-Subsequent to the Nationalisation, the nal Office. Branch Managers are not empowered to appoint temporary cierical staff. It is also admitted that the persons referred to in the annexure to this reference had worked in the clerical cadre temporarily for some time in various Branches of the Respondent-Bank. Some of them worked prior to Nationalisation and some of them worket for short period subsequent to the Nationalisation of the Respondent-Bank. It is also admitted that the Petitioner Union being the majority Union previously, was recognised by the Respondent-Management as collective bargaining agent on behalt or the workmen of the Respondent-Bank for various negotiations or settlements. During 1984 the Petitioner-Union raised a dispute espousing the cause of sub-stag who were working temporarity, to be absorbed in permanent posts. Conciliation took place in the presence of Regional Labour Commissioner (Central) Hyderabad. After prolonged discussions between the Management and the Union a settlement was entered into on 28-12-1984 under Section 12(3) of the I. D. Act regarding the reinstatement of temporary Sub-Staff wno worked for more than 240 days in the permanent service of the Bank. Ex. M-3 is the xerox copy of the said settlement dated 28-12-1984. This seutement was entered into as an one time measure Inpursuance of this Settlement, all the temporary Sub-Staff employees who were covered by the terms of seitlement were absorbed in the service of the Bank. The present dispute under this reference, relates to the justification of the demand made by the Petit.oner-Union to give the benefit of terms of this Settlement dated 28-12-1984 arrived at between the unions and the Bank to reinstate all those temporary Sub-Staff who had completed 240 days of attendance upto the date of Nationalisation of the Bank i.e. 15-4-1980 to the Clerical staff also and if the demand of the Union is justified, to what relief the persons mentioned in the annexure are entitled to.
- 7. Admittedly as earlier stated, the Settlement dated 28-12-1984 has been entered into between the Petitioner-Union and the Management of the Respondent-Bank with respect to reinstatement of temporary sub-staff employees only. It is applicable

only to Sub-staff and not to the clerical cadre. Ex. M-3 is the xerox copy of the said memorandum of Settlement dated 28-12-1984. As seen from the terms of settlement, all the temporary workmen in the Sub-Staff who had completed 240 days of attendance upto the date of Nationalisation of the Bank i.e. 15-4-1980 and who are having eligible educational qualification i.e. pass in VI Class examination but who have not passed VIII Class and below, age of 40 years shall be appointed as permanent regular employee in the Bank as per Sub-Staff Service Rules in force. Further those temporary workmen in the Sub Staff cadre who have worked on or after 1-1 1960 alone shall be considered for employment in the service of the Bank under Settlement. Further the cases of only those temporary workmen in the Sub-Staff cadre who are eligible under this Settlement and who had applied for permanent absorption in the Bank before 31-1-1985 shall be considered for appointment and no fresh cases can be raised after 31-1-1985. The Petitioner-Union is demanding the examination of this Settlement even to the temporary clerical cadre. Admittedly this settlement was effected under Section 12(3) of the I. D. Act and as such it is a statutory settlement. It will be binding upon the Management and Sub-Staff for whose benefit the Petitioner-Union had entered into that Settlement. In the instant case the Petitioner Union did not choose to file a claim statement on its behalf. No claim has been submitted on behalf of the Petitioner Union claiming extention of this Settlement dt. 28-12-1984 even to the temporary clerical cadre. Individual claim statements on behalf of 7 workmen have been filed. As seen from their claims statements. There is no demand on their behalf for extension of the terms of the settlement to the temporary clerical cadre to which they belong. On behalf of the Workmen W.W1 to W.W5 were examined. But none of them deposed that they are entitled for the extension of the said settlement di. 28-12-1984. On the other hand, the Deputy Chief Officer working in the Respondent Bank examined as M. W-1 has categorically stated on oath that the settlement dt. 28-12-1984 cannot be extended to the benefit of the temporary clerical staff. He deposed in his examination in chief thus: "In 1984 there was a settlerent between majority recognised union and the management of Andhra Bank to absorb temporary substaff who have put in more than 240 days of service. This agreement was entered as a one time measure only. By that I mean the benefits of this agreement will accrue to those temporary employees who have put in service of 240 days and above as on the date of agreement. Others are not covered by this agreement. So in pursuance of this agreement all the temporary employees who are covered by the terms of agreement were absorbed into the service of the company. The temporary clerks are not covered by the terms of the agreement. That agreement was applicable only to the sub-staff. We cannot extend this benefit to the temporary clerks. There are two reasons for not extending this benefit to the temporary clerks. The first reason is the recruitment of clerical nationalisation is restricted after through Banking Services Recruitment Board. The other reason being the nature of work that is required to be done by the clerks need

higher level of intelligence and prudence. As such these people cannot be absorbed in this service without any test or interview by the approved agency. "No evidence has been adduced on behalf of the Petitioner—Union or the workmen whose names are referred to in the annexure of the schedule of this reference with regard to the justification of the demand for extending the settlement dt. 28-12-1984 to the ciercal staff. On the other hand, as quoted earlier, M.W1 has categorically stated demand of the Petitioner-Union is not justified and that settlement cannot be extended to the temporary clerks, whose recruitment policy is entirely different from the recruitment policy of the sub-staff. In the absence of any on behalf of the Petitioner Union, I have to conclude that there is no justification for the demand made by the Petitioner Union for extending the settlement dt. 28-12-1984 to the temporary clerical staff.

- 8. In the light of my above discussion I hold on Point (1) that there is no justification for the demand of the Petitioner-Union for extending the settlement dt. 28-12-1984 to the temporary cierical staff of the Respondent-Bank. The point is thus decided in favour of the Respondent-Bank and against the Petitioner-Union.
- 9. POINT (2):—This point relates to the relief to be granted to the workmen whose names are referred in the annexure to the schedule of this reference. As seen from the schedule to the reference, this Tribunal was asked to grant relief to the workmen it in case the demand of the Petitioner-Union for extending the settlement dt. 28-12-1984 to the temporary cierical staff is justified. On Point (1) I have categorically held that there is no justification for such extension of the settlement dt. 28-12-1984 to the temporary cierical staff. Hence the workmen under this reference are not entitled for any relief.
- 10. As earlier stated, the workman Ch. Venkat Ramana, P.C.V. Raman, G. S.R. Somayajula, S. Sacyanarayan Raju, Ch. Vishvanatham, V. Ram Kumar and P. V. Ratnam filed their individuals claim statements to the effect that the action of the Respondent-Mangement in terminating their service is not justified and it has been done against the provisions under Sections 25-G and 25-H of the 1.D. Act and Rules 77 and 78 of the Industrial Disputes (Central) Rules, 1958 and that they are entitled for reinstatement with back wages and attendant benefits. The workman Ch. Venkat Ramana also pleaded in his claim statement that he belongs to Sub-Staff cadre and that he was engaged as temporary employee on 30-8-1980 and that he was terminated on 5-2-1985. The settlement dt. 28-12-1984 is also not applicable to this workman as he was engaged only on 30-8-1980 i.e. subsequent to the Nationalisation of the Respondent Bank. Further he did not choose to enter into the witness box to substantiate his claim. The workman S. Satyanarayana Raju on whose behalf a claim statement has been filed did not choose to enter into the witness box to substantiate his claim. The workmen Somayajulu got himself examined as W.W1, workman Vishvanatham was examined as W.W2, workman P. V. Ratnam was examined as W.W3 workman P.C.V.

Raman was examined as W.W4 and V. Ram Kumar was examined as W.W5. W.W1 deposed that he joined the service of the Respondent Bank on 2-5-1967 as clerk and he was in temporary service for 407 days at various branches of Andhra Bank and that his services was terminated on 7-2-1974. He is also relying on Exs. W1 to W26 to prove his temporary service in the Respondent-Bank. As seen from these documents, he worked temporarily for 226 days during 1968, 195 days during 1972-73, 19 days during 1974. He was removed from service on 7-2-1974. Under Ex. W28 he was informed that he cannot be taken into service. He admits in his cross examination that he made a claim for reinstatement after lapse of 17½ years, W.W2 Cha Vishvanatham deposed that be was appointed as temporary clerk in May 1975 and he was finally terminated on 4-7-1988. He is relying on Exs. W29 to W36. As seen from these documents he worked temporarily for 104 days in 1975, 56 days in 1976, 19 days in 1980. As seen from these documents, he worked till 24-6-1980 only and not till 4-7-1988 as deposed by him in his examination in chief. Moreover this witness was not produced for cross examination by the Respondent Bank, W.W3 P.V. Ratnam deposed that he was appointed as temporary clerk on 30-9-1974 and he had been terminated from service w.e.f. 10-5-1977. He is relaying on Exs. W37 to W52 as seen from these documents, he worked for 90 days in 1974, 90 days in 1975 and 60 days in 1977. No documents are produced for his alleged service in 1976. He made the claim for reinstatement after a lapse of 15 years. W.W4 P.C.V. Raman deposed that he was appointed as temporary clerk in the year 1978 and he was terminated in the year 1981. He is relying on Exs. W53 to W59. As seen from these documents, he worked for 18 days in 1979, 56 days in 1980 and 38 days in 1981. He has not produced any document to show that he worked during 1978. He made his claim for reinstatement after a lapse of 11 years. W.W5 V. Ram Kumar deposed that he was first appointed as temporary clerk in the year 1979 and his services were terminated on 15-10-1981. He is relying on Exs. W60 to W70. As seen from these documents he worked for 39 days in 1979. 112 days in 1980 and 81 days in 1981. He made his claim for reinstatement after a lapse of 12 years.

- 11. The claims made by W. W1 to W. W5 are their individual claims seeking reinstatement into service with back wages and attendant benefits after a lapse of more than a decade. In this context the provisions under Section 10(4) of the I.D. Act are relevant and it reads thus:
 - "Whether in an order referring an industrial dispute to a Labour Court, Tribunal or National Tribunal under this section or in a subsequent order, the appropriate Government has specified the points of dispute for adjudication, the Labour Court or the Tribunal or the National Tribunal as the case may be shall confine its adjudication to those points and matters incidenal there to."

Thus under Section 10(4) of the I.D. Act the adjudication by this Tribunal is to be confined only

to (1) the points specified in the reference and (2) matters incidental thereto. It is well settled that the Industrial Tribunal is not a Court of general and residual jurisdiction, but it is with specific jurisdiction circumscribed by the terms of order of reference. The Scheme of the I.D. Act is that the Tribunal constituted under the Act has to determine the disputes referred to it. In other words, unlike a Civil Court, Tribunal has no justification in any class of matters. The jurisdiction of the Tribunal is limited to the dispute referred by the appropriate Government. Section 10(4) of the I.D. Act permits the Tribunal to decide the dispute or points referred to it and matters incidental there to and the Tribunal cannot go beyond the terms of reference. The jurisdiction of the Tribunal being limited to the matters referred to it by the Government, it would have no right to travel outside the reference and proceed to adjudicate the matters not referred to it. In the instant case, as already stated, the Government of India referred the dispute relating to the justification of the demand made by the Petitioner-Union for extending the settlement dt. 28-12-1984 to the clerical staff and if that demand is justified, to what relief the workmen, referred in the annexure to the schedule of the reference are entitled. I have already answered that reference stating that there is no justification for the demand made by the Petitioner-Union and hence the workmen under this reference are not entitled for any relief. The claims set up by the workmen relate to the justification of the action of the Respondent-Management in terminating their temporary services and for their reinstatement and back wages. The claims of those workmen are not matters incidental to the dispute referred by the appropriate Government under this reference. They are entirely new claims and as such they are beyond the scope of this referene. Therefore under Section 10(4) of the Act the claims of W.W1 to W.W5 relating to their recrenchment could not be adjudicated upon as they are not incidental matters to the main dispute referred by the Government.

12. Further even on merits also, the workmen W.W1 to W.W5 are not entitled for remstatement or back wages as claimed by them. As seen from their appointment orders, they were employed on temporary basis for short duration depending upon the exigency of work or on the leave vacancy of the permanent employees. They were not employed continuously. On the other hand, they worked intermittently for short span depending upon the temporary vacancies of the permanent employees or exigency of work. They have also not put in 240 days continuous service in a year. Further their claims have become stale in view of long delay. As earlier stated, there is delay of 171 years in the claim of W.W1 and there is also delay of more than 11 years in the claims of W.W2 to The Supreme Court and also our Hon'ble High Court, on more than one occasion, refused to interfere where the claim of the writ petitioners has become stale due to abnormal delay vide P. S. Sadasivaswani v. State of Tamil Nadu (1976 (I) SLR page 53). Dehri Rohtas Light Railway Co. v. District Board, Bhojpur 1992 (2) S.C.C. page 598), K.V.T. Prasanna Kumar v. Rayalaseema

Grameena Bank, Cuddapah (1994 (3) ALT page 621 Division Bench of A.P. High Court). It has been held in these cases that "in case of belated and stale claim, the Court will have to look into the conduct of the parties which have approached the Court and the rights that have accrued in tayour of others". Admittedly, these workmen were employed on temporary basis in various branches of Andhra Bank prior to Nationalisation i.e. 15-4-1980. It is not disputed that under recruitment policy of Andhra Bank after Nationalisation, the Banking Service Recruitment Board is vested with powers to recruit elerical staff in the Dank. Prior to Nationalisation, the Manager of the Local Branches were appointing temporary staff and they were socking ratification from Regional Office. After Nationalisation, power has been taken away from the Managers of the Local Branches. The Managers of the Local Branches have no say in the matter of recruitment of clerical staff. In terms of the rules in force and instructions of the Government of India the Nationalised Banks including the Andhra Bank are required to recruit clerical cadre employees through Banking Service Recruitment Board which holds written test and interview and select the candidates on merits. The Nationalised Banks whenever vacancies arose, will send requisition to the Eanking Service Recruitment Board informing them the number of vacancies to be filled upon the respective Banks. Basing on it, the Board will forward the list of selected candidates to the bank concerned which in turn issue appointment orders. The workmen under this reference with a view to circumvent the said existing procedure of recruitment for clerical cadre staff are seeking re-employment on the strength of their temporary service prior to Nationalisation. They did not choose to appear for examination and got themselves selected in the process of selection by the Recruitment Board. Further by re-employment of these temporary staff, the Management will be depriving opportunities for more qualified and efficient candidates to get themselves selected through the Recruitment Board. Further it will unsettle the settled things. Many persons might have been recruited and employed as clerical staff during this period. If these workmen are reinstated on account of their earlier temporary service, the services of already recruited clerical staff through the Banking Service Recruitment Board will be affected. Thus viewed in this way also, these workmen are not entitled for reinstatement as claimed by them.

- 13. In the light of my above discussion, I hold on point (2) that these petitioners are not entitled for any relief under this reference.
- 14. In the result, Award is passed stating that the demand of the Petitioner-Union for extending the Settlement dt. 28-12-1984 to the temporary clerical staff is not justified and that the workmen

under this reference are not entitled for any relief. The parties are directed to bear their costs.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 30th day of September, 1995.

A. HANUMANTHU, Industrial Tribunal-I APPENDIX OF EVIDENCE

Witnesses Examined

for Workmen:

M.W1 G S.R. Somayajulu

W.W2 Ch. Vishwanatham W.W3 P.V. Ratnam

W.W4 P.C. V. Ramana

W.W5 V. Rambumar.

Witnesses Evamined for Management

M.W1 C. David Jaya Prakash

M.W2 B. Presad Rao

M.W3 P.S. Subba Rao

DOCUMENTS MARKED FOR THE WORKMEN

- Exs. W1 to W20 Appointments orders and Scrvice Certificates issued to C.S.R. Somayajulu.
- Ex W27 to W20 List of candidates appointed in the year 1978 under 2+4+C system.
- Hy. W28 Reply to the letter of Sri G.S.R. Someyajulu by the Staff Manager.
- Exs. W29 to W32 Service Certificates issued to Sri Ch. Vishvanatham.
- Ex. W33 1-7-92 Application given by W.W2 to the Chairman, Andhra Bank for the post of Clerk Messanger.
- Ev. W34 Service Certificate and statement.
- Ex. W35 Xerox copy of B.Com. Certificate.
- Ex. W36 Xerox copy of Type-written English Certificate.
- 13v. W37 Xerox copy of Provisional Certificate of B.Com, of Sri P. V. Ratnom.
- Fx. W38 to W43 Office Orders showing the different Bank working particulars.
- Ex. W44 to W51 Temporary appointment and service certificate.

- Ex. W52 29-1-88 Subscription receipt of Andhra Bank Employees Union.
- Ex. W53 3-3-86 Xerox copy of the Certificate issued by Respondent Bank.
- Ex. W54 to W58 Xerox copies of office orders regarding the work in various Branches..
- Ex. W59 Statement showing the working days worked in various Branches of the Respondent.
- Ex. W60 20-8-79 Copy of the Memo regarding the working period of W.W5.
- Ex. W61 29-4-90 Copy of Certificate issued by Management of Abids Road Branch.
- Ev. W62 13-3-1980 Copy of the Memo issued by Regional Manager of Visakhapatnam Regional Office.
- Ex. W63 1-10-80 Copy of Memo of Regional Manager of Hyderabad Region.
- Ex. W64 12-11-80 Office Order of Regional Manager of Respondent Bank issued to V.R. Kumar.
- Ex. W65 31-12-80 Office Order of Regional Manager of Respondent Bank issued to V.R. Kumar.
- Ex. W66 13-8-92 Certificate issued by Manager, Andhra Bank, Karimnagar to V. Ram Kumar.
- Ex. W57 10-1-81 Copy of Memo issued by Regional Manager to V. Ram Kumar.
- Ex. W68 21-1-81 Copy of Memo issued by Regional Manager of Hyderabad gion issued to V. Ram Kumar.
- Ex. W69 18-3-81 Office Order of Chief Manager of Respondent-Bank issued to V. Ram Kumar,
- Ex. W70 19-9-81 Office Order of Regional Manager of Visakhapatnam Region Office issued to V. Ram Kumar,
- DOCUMENTS MARKED ON BEHALF OF THE RESPONDENT-MANAGEMENT
 - Ex. M1 Proforma application for recruitment to the National Banks.
 - Γx. M2 19-9-87 Guidelines issued by B.S.R.F. for recruitment of Clerical and Officer
 - Ex. M3 28-12-84 Xerox copy of the settlement dt. 28-12-1984 for absorption of temporary Service Staff.
 - Ex Mit to M1! Letters issued by various Branches of Andhra Bank with regard to

destruction of records pertains to the year 1970 onwards.

- Ex. M12 18-5-95 Letter from the Manager, Andhra Bank, Chodavaram Branch regarding the working days particular of Sri P. V. Ratnam.
- Ex. M12-A Xerox copy of the payment sheet enclosed to Ex. M12.
- Ex. M13 19-5-95 Letter from the Manager, Andhra Bank, Chikkadpally Branch, Hyderabad enclosing particulars of V. Ram Kumar working days.
- Ex. M13-A Xerox copy of the payment sheet enclosed to Ex. M13.
- Ex. M14 16-5-95 Letter from the Manager, Andhra Bank, Raj Bhavan Road Hyderabad, enclosed the attendance particulars of V. Ram Kumar.
- Ex. M14- AXerox copy of Attendance particulars enclosed to Ex. M14.
- Ex. M15 16-5-95 Letter from the Manager, Andhra Bank, Jagannsickpur Branch enclosing the payment particulars made to Sri G. S. R. Somayajulu.
- Ex. M15-A 16-5-95 Xerox copy of the pay sheets enclosed to Ex. M15.

नई दिल्ली, 1 दिसम्बर, 1995

का. आ. 3290 ---और्योगिक विवाद अितियम, 1947 (1947 का 14) की घारा 17 के अनुसरण में, केन्द्रीय मरकार कैयोलिक सिरियन गैंक के प्रबंधतंत्व के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद औद्योगिक अधिकरण, मद्रास के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-11-95 को प्राप्त हुआ था।

[संख्या एल--12012/103/93--आई आर ती आई] पी. जे. सार्टमल, डेस्क अधिकारी

New Delhi, the 1st December, 1995

S.O. 3290.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Madras as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Catholic Syrian Bank Ltd., and their workmen, which was received by the Central Government on 29-11-95.

[No. L-12012|103|93-JRBI]P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL TAMIL NADU, MADRAS

Monday, the 16th day of October, 1995

Present

THIRU N. SUBRAMANIAN, B. A. B. L., INDUSTRIAL TRIBUNAL.

INDUSTRIAL DISPUTE NO. 46/1993

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workman and the Management of Catholic Syrian Bank Ltd., Frode).

Between

Shri A. R. Chandrasekaran, So. Shri A. M. Ramasamy, 58, S. S. D. Road. Tiruchengode, Salem Distt. 637 211.

AND

The Manager, The Catholic Syrian Bank Ltd., Erode.

REFERENCE: Order No. L-12012|103|93-IR (B.I), dated 11-5-93, Ministry of Labour, Govt. of India, New Delhi.

This dispute coming on this day for final disposal in the presence of Thiru M. Venugopalan, Advocate appearing for the Management, upon perusing the reference, claim and counter statements and other connected papers on record and the Workman being absent, this Tribunal passed the following.

AWARD

This reference has been made for adjudication of the following issue :

"Whether the action of the Management of Catholic Syrian Bank Ltd., in terminating the services of Shri A. R. Chandrasekaran, Tiny Deposit Collector, is legal and justified? If not, to what relief he is entitled to?"

No representation for the petitioner. Petitioner is absent, for number of hearings, without any reason. Respondent present. Hence I. D. dismissed for default. No costs.

Dated, this the 16th day of October, 1995. THIRU N. SUBRAMANIAN, Industriol Tribunal

नई दिल्ली, 1 दिसम्बर, 1995

का आ. 3291 .--आँद्योगिक विधाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय शरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्विष्ट अौद्योगिक विवाद में केन्द्रीय सरकार आँद्योगिक अधिकरण कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार की 29-11-95 को प्राप्त हुआ था ।

[संख्या एल-12012/678/86-डी-] ए] पी जे. माईकल, डैस्क अधिकारी

New Delhi, the 1st December, 1995

S.O. 3291.—In puruance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Kanpur as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on 29-11-95.

INo. L-12012[678[86-D.II(A)] P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER CENTRAL GOVERNMENT INDUS-TRIAL TRIBUNAL CUM LABOUR COURT, PANDU NAGAR, KANPUR

> Indutsrial Dispute No. 168 of 1987. In the matter of dispute between

Shri Kamla Kant Pandey, Clo. Shri V. N. Sekhri. 26|104 Birhanda Road Kanpur

AND

The Chief Regional Manager. State Bank of India, Regional Office, Varanasi

AWARD

- 1. The Central Government, Ministry of Labour, wide its notification No. L-12012/678/86-D.H(A) dt. 18-11-87, has referred the following dispute for adjudication to this Tribunal—
 - "Whether the action of the State Bank of India in terminating the services of Shri Kanda Kant Pandey, Ex. Temporary Tester w.e.f. 24-9-1965 is justified? If not, to what relief the concerned workman is entitled?"
- 2. The concerned workman Kamala Kant Pandey in his written statement has alleged that he was appointed as a money testor in the clearical staff cadre of the bank on 24-9-62. Although the work was of 2889 GI|95-12

permanent nature, still he was asigned the designation of a temporary hand. He worked there upto 24-9-65 continuously with the nominal break of a day or two. In this regard he had deposited a security of Rs. 200. In order to deprive the concerned workman the status of a regular employee his services were abrouptly terminated on 24-9-65 without paying retrenchment compensation and also disregarding the provisions of section 25G & 25H of the I.D. Act. Junior to him like Lalmani Singh, Raj Kumar Trehar, and Daya Ram Shukla were retained in service. For the fresh hands like Sriniwas Mishra, R. S. Mehi etc., were given employment without opportunity to the concerned workman. In view of this factors, the termination of the concerned workman is bad in law.

- 3. The opposite party State Bank of India, Gorakhpur has filed written statement in which it is alleged that the claim is stale. The concerned workman had filed suit No. 962 of 68 in the court of Munsif Gorakh pur which was dsmissed. Civil Revision No. 142 of 72 was also dismised. Hence the claim is barrked by resjudicata.
- 4. On facts it is denied that the concerned workman was asked to work of permanent nature. Instead he was employed to clear the arrears of work. His employment was for fixed period. There were intermittent breaks in it. It is also denied that juniors were retained or fresh hands were recrutited. Alongwith the written statement management had given the details of number of days the concerned workman had worked. The breaks have also been shown. Therse details are bing annexed alongwith the award which shall form part of the award.
- 5. The concerned workman has filed his rejoinder in which nothing new has been stated.
- 6. The first point which false for consideration is as to whether claim is barred by resjudicata. There is certified copy of finding on issue No. 2 of the court of Second Additional Munasif Gorakhpur dt. 11-8-72 and also the copy of order of Civil Revision No. 142 of 92 dated 22-5-73 passed by Additional District Judge, Gorakhpur. A perusal of these papers would go to shot that after termination of his services, the concerned workman had filed a suit in the court of Munsif. There the management had raised a plea that civil court had no jurisdication as it was industrial dispue Munsif had framed issue No. 2 on this point and had insered it against the concerned workman holding that civil court had no jurisdiction instead industrial court had so. The concerned workman carried the matter before District Judge by way of civil revision. There too the order of muns was upheld. In this way it becomes clear that civ suit was not decided on merits. Instead the concerned workman was non-suited for want of jurisdic ion of the court. As such this civil suit was not decided on merits. Hence by no strech of imagination it would operate resjudicata against the concerned workman.
- 7. The second point raised by the managemen is that the claim is stale as such should not be enter-

mained. No provision of law has been brought to my notice which may bar the trial of such cases. Instead in industrial cases no period of limitation has been provided at all. Further it has been shown that in this case the concerned workman had been bonafide litigating in civil court, hence it cannot be said that he had been sitting idle over his rights. In view of this fact the reference cannot be thwarted by calling it stale. Accordingly this contention is overruled.

- 8. Next point which falls for consideration is as to whether the tenure of the concerned workman was for fixed period. Although there are affidavits of Krishan Chandra Rath, B. C. Bajpai, Brij Kishore and Ashok Chandra Saxena on the side of management to show that the employment of the concerned workman was for a fixed period, but I am not inclined to accept it as no appointment letter has been filed. In my opinion, employment for fixed period in a public undertaking is to be done by written order. In the absence of such written orders, I have no option but to hold that the plea in this regard by the management is concocted. It is accordingly held that the employment of the concerned workman was not for fixed period.
- 9. Next point which falls for consideration is as to whether the concerned workman had completted 240 days in a calendar year. It is admitted case of both the parties that he concerned workman had worked from 24-9-62 to 24-9-65 with some breaks. The details of breaks have been given by the management bank. If we go through these details of the management, it appears to me that during the first year of employment from 24-9-62 to 23-9-63 there is a break of 8 days Thus the workman had worked for 356 days. Similarly from 24-9-63 to 23-9-64 there are 5 days of breaks. Thus the concerned workman had worked for 360 days in a year. From 24-9-64 to 24-9-65 there are 4 days break. In this way the concerned workman would have done job for 361 days in a year. From this it will be evident that according to own admission of the management, continuously worked the concerned workman had for more than 240 days in each year right from the date of his appointment till the date of 'ermination. Hence, in this case provisions of section 25F of I.D. Act are fully attracted. Surely the concerned workman had not been given one months notice pay and retrenchmet compensation as enjoined by above mentioned section. Hence, there has been breach of this provision. This will render the termination of the services of the concered workman as illegal.
- 10. As the termination of the concerned workman had been held to be illegal on the above ground, I

- do not feel it necessary to find as to whether there has been breach of section (s) 25G and 25H of Industrial Disputes Act, 1947.
- 11. Lastly it may be mentioned that in para (7) of the written statement the management bank has raised plea that the concerned workmen was employed on the basis of guarantee furnished by the cashier. Since that cashier had withdrawn the guarantee, the services of the concerned workman had been dispensed with. In support of this contention support has been derived from the case of Chartered Bank Versus Chartered Bank Employees Union 1960 SC FIR. The concerned workman in the rejoinder has denied this fact.
- 12. In order to prove this fact the management has filed the affidavit of Ashok Chandra. However in his cross examination he has stated that he has no personal knowledge about this fact. What ever he has stated is base on record. His further veidence is that this with drawal of guarantee of cashier was oral and no written withdrawal of guarantee is on record. Since this witness has no personal knowledge about this fact and there is no mention of this fact in the record as well, such evidence being hearsay, I am not inclined to accept it, specially when it has been rebutted by the concerned workman. Hence on facts it is not established that termination of concerned workman was based on withdrawal of guarance by the cashier. As such the ruling referred to by the authorised representative for the management bank will have no application to the facts of the present case. Consequently this contention is overruled.
- 13. In the end I find that the termination of concerned workman is illegal. The authorised representative for the concerned workman relying upon the ruling of Mohan Lal Versus Management of Bharat Electronics Limited 1981 Lab. IC 806 has urged that the concerned workman is entitled for reinstatement with full back wages. I do not agree with this confention. It had been shown that the concerned workman himself had chosen a wrong forum for adjudication of his rights. As such he himself was guilty of delay in moving before this Tribunal. In view of this delay on the part of the concerned workman, in my opinion, he should not be extended the benefit of above mentioned authority. Hence taking over all view of the matter, I think that ends of justice would be fully met if the concerned workman is directed to be reins ated in service with back wages from the date of reference. However, it is made clear that the concerned workman will be deemed to be in continuous service for the purposes of seniority and payment of gratuity.
- 14. Workman shall also get Rs. 200 as costs of the case from the managemen'.

B. K. SRIVASTAVA, Presiding Officer

ANNEXURE-A Shri Kamla Kant Pandey

Period of appointment	Braeks	Particulars of leave granted without Pay in the month
4-9-62 to 23-1-63	24-1-63 to 27-1-63	May 1963
8-1-63 to 27-5-63	28-5-63 to 29-5-63	June 1963
0-5-63 to 28-8-63	29-8-63 to 30-8-63	July 1963

. 1	2	3	
31-8-63 to 26-11-63	27-11-63 to 28-11-63	August, 1963	
29-11-63 to 24-2-64	25-2-64	November, 1963	
25-2-64 to 28-5-64	29-5-64	December, 1963	
30-5-64 to 27-8-64	28-8-64	February, 1964	
29-8-64 to 29-11-64	30-11-64	April, 1964	1
- 1-12-64 to 24-2-65	25-2-65	October, 1964	
26-2-65 to 27-5-65	28-5-65	March, 1965	
29-5-65 to 23-8-65	24-8-65		
25-8-65 to 22 - 9-65			

नई दिल्ली, 1 दिसम्बर, 1995

का. आ. 3292--- ओबोलिक विशद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-11-95 को प्राप्त हुआ था।

[संख्या एल--12012/9/86-डी- Π (ए)/आई आर वी आई] पी. जे. माईकल, डैस्क अधिकारी

New Delhi, the 1st December, 1995

S.O. 3292.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Kanpur as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of SBI and their workmen, which was received by the Central Government on 29-11-95

[No. L-12012|9|86-DII(A)]
P. J. MICHAEL, Desk Officer
ANNEXURE

LABOUR COURT PANDU NAGAR KANPUR

Industrial Dispute No. 4 of 1987
In the matter of dispute between:
Sri Mohan Prasad
Shivmandir East Gate of Chhaya Talkies
P.O. Gita Batika,
Gorakhpur.

AND

The Chief Regional Manager State Bank of India Kamchha Varanasi

AWARD:

1. Central Government, Ministry of Labour, vide its notification no. L-12012|9|86-D.II(A) dated 27-12-1986, has referred the following dispute for adjudication to this Tribunal—

Whether the action of the management of State Bank of India in relation to their Gorakhpur Branch in terminating the services of Shri Mohan Prasad Money Testor, w.e.f. 24-9-65 is justified? If not to what relief is the workman concerned entitled?

- 2. The concerned workman Mohan Prasad in his written statement has alleged that he was appointed as a money testor in the clerical staff cadre of the bank on 20-7-61 Although the work was of permanent nature, still he was assigned the designation of a temporary hand. He worked there upto 23-9-65 continuously with the nominal break of a day or two. In this regard he had deposited a security of Rs. 200 - In order to deprive the concerned workman the status of a regular employee his services were abruptly terminated on 24-9-65 without paying retrenchment compensation and also disregarding the provisions of section 25G & 25H of the I. D. Act. Junior to him like Lalmani Singh, Raj Kumar Trehan, and Daya Ram Shukla were retained in service. Further fresh hands like Sriniwas Mishra, R. S. Mehta etc. were given employment without opportunity to the concerned workman. In view of this factors, the termination of the concerned workman is bad in law.
- 3. The opposite party State Bank of India, Gorakhpur has filed written statement in which it is alleged that the claim is stale. The concerned workman had filed suit no. 962 of 68 in the court of Munsif Gorakhpur which was dismissed. Civil Revision no. 142 of 72 was also dismissed. Hence the claim is barred by resjudicata.
- 4. On facts it is denied that the concerned workman was asked to work of parmanant nature. Instead he was employed to clear the arrears of work. His employment was for fixed period. There were intermittent breaks in it. It is also denied that juniors were retained or fresh hands were recruited. Along with the written statement management had given the details of number of days the concerned workman had worked. The breaks have also been shown. These details are being annexed alongwith the award which shall form part of the award.
- 5. The concerned workman has filed his rejoindar in which nothing new has been stated.
- 6. The first point which false for consideration is as to whether claim is barred by resjudicata. There is certified copy of finding on issue no. 2 of the court of Second additional Munsif Gorakhpur, dt. 11-7-72 and also the copy of order of Civil Revision No. 142 of 1972 dt. 22-5-73 passed by Additional District Judge, Gorakhpur. A perusal of these papers would go to show that after termination of his services, the concerned

workman had filed a suit in the court of Munsif. There the management had raised a plea Civil Court had no jurisdiction as it was industrial dispute. Munsif had framed issue no. 2 on this point and had answered it against the concerned workman holding that civil court had no jursidiction instead Industrial Court had no. The concerned workman carried the matter before District Judge by way of Civil Revision. There too the order of Munsif was upheld. In this way it becomes clear that civil suit was not decided on merits. Instead the concerned workman was nonsuited for want of jurisdiction of the court. In such this civil suit was not decided on merits. Hence by no stretch of imagination it would operate as resjudicata, against the concerned workman.

- 7. The second point raised by the management is that the claim is stale as such should not be entertained. No provision of law has been brought to my notice which may bar the trial of such cases. Instead in industrial cases no period of limitation has been provided at all. Further it has been shown that in this case the concerned workman had been bonafide litigating in civil court, hence it cannot be said that he had been sitting idle over his rights. In view of this fact the reference cannot be thwarted by calling it stale. Accordingly this contention is over-ruled.
- 8. Next point which falls for consideration is as to whether the nature of the concerned workman was for fixed period. Although there affidavit of Krishna Chandra Nath, B. C. Bajpai, Brij Kishore, and Ashok Chandra Saxena on the side of the management to show that the employment of concerned workman was for a period, but I am not declined to accept it as no appointment letter has been filed. In my opinion, employment for fixed period in a public undertaking is to be done by written order. In the absence of such written orders, I have no option but to hold that the plea in this regard by the management is connected. It is accordingly held that the employment of the concerned workman was not for fixed period.
- 9. Next point which falls for consideration is as to whether the concerned workman had completed 240 days in a calandar year. It is admitted case of both the parties that the concerned workman had worked from 20-7-61 upto 24-9-65 with some breaks. The details of breaks have been given by the management bank. If we go through those details of the management, it appears to me that during first year of the employment from 20-9-61 to 19-7-62 there is a break of 5 days. Thus the workman had worked for 360 days. Similarly from 20-9-62 to 19-7-63 there are 10 days of breaks. Thus the concerned workman had worked for 355 days in a year. From 20-7-63 to

- 19-7-64 there are 8 breaks. In this way the concerned workman would have done job for 357 days in a year. Lastly the concerned workman from 20-7-64 to 24-9-65 had worked for 358 days and there is a break of 7 days. From this it will be evident that according to own admission of the management, the concerned workman had continuously worked for more than 240 days in each year right from the date of his appointment till the date of termination. Hence in this case provisions of section 25F of I.D. Act are fully attracted. In normly the concerned workman had not been given one month notice pay and retrenchment compensation as enjoined by above mentioned section. Hence, there have been breach of provision. This will render the termination of the services of the concerned workman as illegal.
- 10. As the termination of the concerned workman has been hold to be illegal on the above ground, I do not feel it necessary to find as to whether there has been breach of action in 25E and 25F of I. D. Act.
- 11. Lastly it may be mentioned that in para (7) of the written statement the management bank has raised plea that the concerned workmen was employed on the basis of guarantee furnished by the cashier. Since that cashier had withdrawn the guarantee, the services of the concerned workman had been dispensed with. It was in support of this contention support has been derived also, the case of chartered Bank various Chartered Bank Employees Union 1960 OC Ltd. The concerned workman in the rejoinder has denied this fact.
- 12. In order to prove this fact the management has filed the affidavit of Ashok Chandra. However in his cross examination he has stated that he has no personal knowledge about this fact. Whatsoever he has stated it based on record. His further evidence is that this withdrawal of guarantce of cashier was oral and no written withdrawal of guarantee is on record. Since this witness has no personal knowledge about this fact and there is no mention of this fact in the record as well, such evidence being hearsay, I am not inclined to accept it, specially when it has been rebutted by the concerned workman. Hence on facts it is not established that the termination of concerned workman was based on withdrawal of guarantee by the cashier as such the ruling referred to by the authorised representative for the management bank will have no application to the facts of the present case consequently this contention is overruled.
- 13. In the end I find that the termination of concerned workman is illegal. The authorised representative for the concerned workman relying upon the ruling of Mohan Lal versus Manage-

ment of Bharat Electronics Limited 1981 Lab. IC 806 has urged that the concerned workman is entitled for reinstatement with full back wages. I do not agree with this contention. It had been shown that the concerned workman himself had chosen a wrong forum for adjudication of his right. As such he himself was guilty of delay in moving before this Tribunal. In view of this delay on the part of the concerned workman, in my opinion, he should not be extended the benefit of above mentioned authority. Hence taking over all view of the matter. I think that ends of justice

would be fully met if the concerned workman is directed to be reinstated in service with back wages from the date of reference. However, it is made clear that the concerned workman will be deemed to be in continuous service for the purposes of seniority and payment of gratuity.

14. Workman shall also get Rs. 200 as costs of the case from the management.

Dt. 21-11-1995.

B. K. SRIVASTAVA. Presiding Officer

ANNEXURE-B
Shri Mohan Prasad

Period of appointment	Breaks	Particulars of leave granted various pay in the month of
20-7-61 to 10-1-62	11-1-62 to 12-1-62	October 61
13-1-62 to 21-5-62	22-5-62 to 25-4-62	February 62
25-5-62 to 16-8-62	17-8-62 to 19-8-62	April 62
20-8-62 to 21-11-62	22-11-62 to 23-11-62	March 63
		April 1963
24-11-62 to 23-2-63	24-2-63 to 26-2-63	May 1963
27-2-63 to 25-5-63	26-5-63 to 27-5-63	June 63
28-5-63 to 26-8-63	27-8-63 to 28-8-63	December 63
29-8-63 to 24-11-63	25-11-63 to 26-11-63	March 65
		July 1965
27-11-63 to 22-2-64	23-2-64 to 24-2-64	•
25-2-64 to 26-5-64	27-5-64	
28-5-64 to 2-6-64	3-6-64	
4-6-64 to 26-8-64	27-8-64	•
28-8-64 to 27-11-64	28-11-64 to 29-11-64	
30-11-64 to 23-2-65	24-2-65	
25-2-65 to 28-5-65	29-5-65 to 30-5-65	
31-5-65 to 24-8-65	25-6-65	
26-8-65 to 23-9-65		

नई दिल्ली, 1 दिसम्बर, 1995

का. आ. 3293.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार देना वैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, 1 धनबाद के पंचपट को प्र-गणित करती है, जो केन्द्रीय सरकार को 29-11-95 को प्राप्त हुआ था।

[संख्या एल---12012/369/91/आई. आर. वी.-2] क्रज मोहन, डैस्क अधिकारी

New Delhi, the 1st December, 1995

S.O. 3293.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Dhanbad as shown in the Annexure in the In-

dustrial Dispute between the employers in relation to the management of dena bank and their workmen, which was received by the Central Government on 29-11-1995.

[No. L-12012|369|91 IR (B-II)] BRAJ MOHAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 25 of 1992.

PARTIES:

Employers in relation to the management of Dena Bank.

AND

Their Workmen.

PRESENT:

Shri P. K. Sinha, Presiding Officer.

APPEARANCES:

For the Employers: Sri S.P. Ram, Manager (Personnel).

For the Workmen: Shri P. N. Singh, Chairman, Dena Bank Employees Union.

State: Bihar.

Industry: Banking.

Dated, the 21st November, 1995.

AWARD

By Order No. L-12012|369|91-I.R.(B-2) dated 27-3-1992 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:—

"Whether the claim of Dena Bank Employees Congress (Bihar State) that Shri R. K. Bareria was entitled for Special Allowance post of Assistant Head Cashier at Dena Bank, Patna Branch is justified? If so, what relief the workman is entitled to?"

- 2. On 16-8-1995 Sri P. N. Singh, Chairman of the sponsoring Union filed a petition stating therein that the management's offer for paying Computer Allowance to the workman had been accepted by the workman, hence the workman was not interested to proceed further in the reference. A prayer was also made to close the proceeding.
- 3. It had been submitted that with grant of Computer Allowance the grievance of the sponsoring Union and the concerned workman, which was for special allowance, stood satisfied and the Union had no dispute with the management in relation to the present reference.

Under such circumstances, I render a 'no dispute' award in the present reference.

P. K. SINHA, Presiding Officer